

<i>SERFF Tracking Number:</i>	<i>AEMN-125561512</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>RiverSource Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38563</i>
<i>Company Tracking Number:</i>	<i>273959SG2AR</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Select Variable Annuities</i>		
<i>Project Name/Number:</i>	<i>SecureSource 2/273959SG2</i>		

## Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: Select Variable Annuities      SERFF Tr Num: AEMN-125561512      State: ArkansasLH

TOI: A02.11 Individual Annuities- Deferred Non-      SERFF Status: Closed      State Tr Num: 38563

Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: 273959SG2AR

State Status: Approved-Closed

Filing Type: Form

Co Status: Submitted

Reviewer(s): Linda Bird

Authors: Debbie Berg, Mary Boris,      Disposition Date: 04/10/2008

Linda Elston, Bonnie Foley, Claudia

Gehrig, Jeff Pederson, Susan

Schmidt

Date Submitted: 03/28/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: SecureSource 2

Project Number: 273959SG2

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Submitted for approval in domicile state of Minnesota on 3/28/2008. Approval pending.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 04/10/2008

State Status Changed: 04/10/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Two living benefit riders

Two data page insert paragraphs

SERFF Tracking Number: AEMN-125561512 State: Arkansas  
Filing Company: RiverSource Life Insurance Company State Tracking Number: 38563  
Company Tracking Number: 273959SG2AR  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: Select Variable Annuities  
Project Name/Number: SecureSource 2/273959SG2

Refer to cover letter for filing details.

## Company and Contact

### Filing Contact Information

Mary Boris, Sr. Contract Analyst mary.boris@ampf.com  
9550 Ameriprise Financial Center (612) 671-1018 [Phone]  
Minneapolis, MN 55474 (612) 671-3866[FAX]

### Filing Company Information

RiverSource Life Insurance Company CoCode: 65005 State of Domicile: Minnesota  
9507 Ameriprise Financial Center Group Code: 4 Company Type: Life  
H22/9550  
Minneapolis, MN 55474 Group Name: State ID Number:  
(612) 671-2465 ext. [Phone] FEIN Number: 41-0823832  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$80.00  
Retaliatory? No  
Fee Explanation: Greater of retaliatory (Minnesota \$75/filing) or \$20/form X 4 forms = \$80  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$80.00	03/28/2008	19095651

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Linda Bird	04/10/2008	04/10/2008

<i>SERFF Tracking Number:</i>	<i>AEMN-125561512</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Select Variable Annuities</i>		
<i>Project Name/Number:</i>	<i>SecureSource 2/273959SG2</i>		

## Disposition

Disposition Date: 04/10/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	AEMN-125561512	State:	Arkansas
Filing Company:	RiverSource Life Insurance Company	State Tracking Number:	38563
Company Tracking Number:	273959SG2AR		
TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.11.002 Flexible Premium
Product Name:	Select Variable Annuities		
Project Name/Number:	SecureSource 2/273959SG2		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter and Statement of Variability		Yes
Supporting Document	Redlined Copies of Form Changes		Yes
Form	Single Life Withdrawal Benefit Rider		Yes
Form	Joint Life Withdrawal Benefit Rider		Yes
Form	Contract Data for Single Life Withdrawal Benefit		Yes
Form	Contract Data for Joint Life Withdrawal Benefit		Yes

SERFF Tracking Number: AEMN-125561512 State: Arkansas

Filing Company: RiverSource Life Insurance Company State Tracking Number: 38563

Company Tracking Number: 273959SG2AR

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: Select Variable Annuities

Project Name/Number: SecureSource 2/273959SG2

## Form Schedule

Lead Form Number: 273959-SG2

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	273959-SG2	Policy/Cont	Single Life ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 273959-SG Previous Filing #: 34728	0	273959-SG2.pdf
	273959-JT2	Policy/Cont	Joint Life Withdrawal ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 273959-JT Previous Filing #: 34728	0	273959-JT2.pdf
	DP273959-SG2	Schedule Pages	Contract Data for Single Life Withdrawal Benefit	Revised	Replaced Form #: DP273959-SG Previous Filing #: 34728	0	DP273959-SG2.pdf
	DP273959-JT2	Schedule Pages	Contract Data for Joint Life Withdrawal Benefit	Revised	Replaced Form #: DP273959-JT Previous Filing #: 34728	0	DP273959-JT2.pdf

# Guaranteed Minimum Withdrawal Benefit Rider

## Single Life

### [SecureSource<sup>SM</sup> Rider]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract. **This rider cannot be terminated either by you or us prior to the Annuity Commencement Date except as provided in the Termination of the Rider provision.**

This rider requires participation in our asset allocation program. Your Initial Asset Allocation Model is shown under Contract Data. Limitations may be imposed on the asset allocation models available for selection as described below.

The additional charge for this rider is described below.

## Definitions

### Contract Date, Contract Anniversary, Rider Anniversary

Your contract date is shown under Contract Data. It is the date from which contract anniversaries, contract years, and contract months are determined. Your contract anniversary is the same day and month as the contract date each year that the contract remains in force. Your rider anniversary is the same as your contract anniversary unless the rider is issued after the contract date. It is the same day and month as the rider effective date each year that the rider remains in force.

### Rider Effective Date

This rider is effective as of the contract date of this contract unless otherwise provided.

### Waiting Period

The Waiting Period, as shown under Contract Data, is the number of years, starting on the rider effective date, that your ability to utilize both Step-ups and withdrawals is limited. During the Waiting Period, Step-ups are not available if a withdrawal is taken. The end of the Waiting Period is the day prior to the anniversary.

### Withdrawal

A withdrawal is the amount by which your contract value is reduced as a result of your withdrawal request. It may differ from the amount of your request due to any withdrawal charge and any market value adjustment.

### Guaranteed Benefit Amount (GBA)

The Guaranteed Benefit Amount (GBA) is equal to the total cumulative withdrawals guaranteed by this rider. The GBA cannot be withdrawn and is not payable as a death benefit. The GBA is used to calculate the Guaranteed Benefit Payment.

### Remaining Benefit Amount (RBA)

As you make withdrawals, they reduce the amount of GBA that is guaranteed by this rider as future withdrawals. At any point in time, the Remaining Benefit Amount (RBA) equals the amount of GBA that remains.

### Guaranteed Benefit Payment (GBP)

At any time, the Guaranteed Benefit Payment (GBP) is the amount that the rider guarantees will be available for withdrawal each contract year after the Waiting Period, until the earlier of the termination of the rider or the RBA is reduced to zero. During the Waiting Period, the annual withdrawal amount guaranteed by the rider may be less than the GBP due to the limitations the Waiting Period imposes on your ability to utilize both Step-ups and withdrawals. The annual withdrawal amount guaranteed by the rider during the Waiting Period is equal to the Remaining Benefit Payment at the beginning of the contract year as described below.

### Remaining Benefit Payment (RBP)

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. At any point in time, the Remaining Benefit Payment (RBP) equals the amount that the rider guarantees will be available for withdrawal during the remainder of the current contract year. During the Waiting Period, when the amount that the rider guarantees to be available for withdrawal may be less than the GBP, the RBP will be the amount that is actually guaranteed. Withdrawing more than the RBP will subject the RBA and GBA to the excess withdrawal processing described later in this rider. When determining if a withdrawal will result in the application of the RBA and GBA excess withdrawal processing, we use the RBP amount on the date of (but prior to) the current withdrawal.

### Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment (ALP) is established and the duration of the ALP payments. The Covered Person is the oldest of the owners and annuitants unless otherwise specified under Contract Data. The Covered Person may change if there is a spousal continuation or a change of ownership. If the owner is a non-natural person (i.e., a trust or corporation), the Covered Person is the oldest annuitant.

**Annual Lifetime Payment Attained Age (ALPAA)**

The Annual Lifetime Payment Attained Age (ALPAA), as shown under Contract Data, is the age at which the lifetime benefit is established.

**Annual Lifetime Payment (ALP)**

At any time after the rider effective date, or the rider anniversary following the date the Covered Person reaches the ALPAA if later, the Annual Lifetime Payment (ALP) is the amount that the rider guarantees will be available for withdrawal each contract year after the Waiting Period, until death (see Death Benefit Before Annuitization) or termination of the rider, without the possibility of reducing the guarantee provided by this rider. During the Waiting Period, the annual withdrawal amount guaranteed by the rider may be less than the ALP due to the limitations the

Waiting Period imposes on your ability to utilize both Step-ups and withdrawals. The annual withdrawal amount guaranteed by the rider during the Waiting Period is equal to the Remaining Annual Lifetime Payment at the beginning of the contract year as described below.

**Enhanced Lifetime Base (ELB)**

The Enhanced Lifetime Base is used in the calculation of the ALP on the later of the ELB Date or the

establishment of the ALP. The ELB cannot be withdrawn or annuitized.

**Remaining Annual Lifetime Payment (RALP)**

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. At any point in time after the establishment of the ALP, the Remaining Annual Lifetime Payment (RALP) equals the amount that the rider guarantees will be available for withdrawal during the remainder of the current contract year. During the Waiting Period, when the amount that the rider guarantees to be available for withdrawal may be less than the ALP, the RALP will be the amount that is actually guaranteed. Withdrawing more than the RALP will subject the ALP to the excess withdrawal processing described later in this rider. When determining if a withdrawal will result in the application of the ALP excess withdrawal processing, we use the RALP amount on the date of (but prior to) the current withdrawal.

**Step-Up Date**

The rider anniversary date if the Annual Step-up is processed automatically (see "Annual Step-up" below). If not, the valuation date we receive your written request to Step-up if we receive your request before the close of business on that day, otherwise the next valuation date.

## Guaranteed Minimum Withdrawal Benefit

The Guaranteed Minimum Withdrawal Benefit guarantees that regardless of investment performance you may take withdrawals each contract year until the earlier of:

- i) termination of the rider or
- ii) the later of death (as determined in Death Benefit Before Annuitization), or the RBA is depleted.

Before the establishment of the ALP, the annual withdrawal amount guaranteed by the rider is equal to the RBP from the beginning of the contract year.

After the establishment of the ALP, the rider guarantees that you have the option each contract year to cumulatively withdraw an amount up to the RALP or the RBP from the beginning of the contract year, but the rider does not guarantee withdrawal of both the RALP and the RBP in a contract year.

After the establishment of the ALP, if you withdraw an amount larger than the RALP, the ALP may be reduced in accordance with the excess withdrawal processing as described below (see ALP - When a withdrawal is made).

At any time, as long as your withdrawal does not exceed the greater of the RBP or the RALP, you will

not be assessed a withdrawal charge. If you withdraw an amount larger than the greater of the RBP or the RALP, the amount in excess of the greater of the RBP or the RALP will be assessed any applicable withdrawal charges, and the GBA, RBA and ALP may be reduced in accordance with the excess withdrawal processing as described below. (See GBA and RBA - When a withdrawal is made. Also, see ALP - When a withdrawal is made.) At any time you may withdraw any amount up to your entire withdrawal value, subject to the excess withdrawal processing under the rider.

Certain values used to compute amounts available for withdrawal under the terms of this rider can be increased if your contract value has increased at the specified intervals (see Annual Step-Up). We may modify the charge for this rider if you elect the Annual Step-up (see Annual Rider Charge). If you take withdrawals during the Waiting Period, any previously applied Annual Step-ups will be reversed and the Annual Step-up will not be available until the rider anniversary following the Waiting Period. You may take withdrawals after the end of the Waiting Period without reversal of previously applied Annual Step-ups.



If no withdrawals are taken prior to the ELB Date shown under Contract Data, the lifetime benefit may be increased (if already established) or the ELB may increase the lifetime benefit (when established). See the Enhanced Lifetime Base (ELB) and Annual Lifetime Payment (ALP) provisions for conditions and limitations.

## **Guaranteed Benefit Amount (GBA) and Remaining Benefit Amount (RBA)**

Your GBA and RBA are determined at the following times and are subject to a maximum amount as shown under Contract Data:

### **1. At Rider Effective Date**

If the rider is effective on the contract date, the GBA and RBA are set equal to the initial purchase payment plus any purchase payment credit (if applicable).

If the rider is effective on a contract anniversary date, the GBA and RBA are set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider if we receive your request before the close of business on that day, otherwise the contract value on the next valuation date.

### **2. When a subsequent purchase payment is made**

Each additional purchase payment will have its own GBA and RBA established equal to the amount of the purchase payment plus any purchase payment credit. Upon each subsequent purchase payment:

- (A) the total RBA is recalculated to equal the sum of the individual RBAs immediately prior to the receipt of the additional purchase payment, plus the RBA associated with the additional purchase payment.
- (B) the total GBA is recalculated to equal the sum of the individual GBAs immediately prior to the receipt of the additional purchase payment, plus the GBA associated with the additional purchase payment.

### **3. When a withdrawal is made on or after the rider anniversary following the Waiting Period**

Whenever such a withdrawal is made the total GBA and total RBA will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RBP, the total RBA is reduced by the amount of the withdrawal and the total GBA is unchanged.

(B) If the current withdrawal exceeds the RBP, excess withdrawal processing will occur as follows:

- (i) the total GBA will be reset to the lesser of its current value or the contract value immediately following the withdrawal; and
- (ii) the total RBA will be reset to the lesser of its current value less the amount of the withdrawal or the contract value immediately following the withdrawal.

### **4. When a withdrawal is made during the Waiting Period**

Upon the first such withdrawal, any previously applied Annual Step-ups will be reversed. Step-up reversal means that the GBA and RBA associated with each purchase payment will be reset to the amount of that purchase payment plus any purchase payment credit. The total GBA and total RBA will be recalculated to equal the sum of the individual GBAs and RBAs. The GBP will also be recalculated as described below (see Guaranteed Benefit Payment). These recalculated values are then used in the following calculations.

Whenever such a withdrawal is made, and after reversal of any previously applied Annual Step-ups has been completed, the total GBA and total RBA will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RBP, the total RBA is reduced by the amount of the withdrawal and the total GBA is unchanged.
- (B) If the current withdrawal exceeds the RBP, excess withdrawal processing will occur as follows:
  - (i) the total GBA will be reset to the lesser of its current value or the contract value immediately following the withdrawal; and
  - (ii) the total RBA will be reset to the lesser of its current value less the amount of the withdrawal or the contract value immediately following the withdrawal.

### **5. Whenever an individual RBA is depleted**

Whenever an RBA is depleted by a withdrawal, the GBA associated with that RBA will also be set to zero.

### **6. Upon Annual Step-up as described below.**

## Guaranteed Benefit Payment (GBP)

At any point in time, the GBP is calculated as follows:

1. Determine the lesser of (A) or (B) for each purchase payment where:
  - (A) is the individual GBA multiplied by the GBP Percentage shown under Contract Data, and
  - (B) is the individual RBA.
2. Add the results of Step 1 for each purchase payment to obtain the current total GBP.

If you withdraw less than the GBP in a contract year, there is no carry over to the next contract year.

## Remaining Benefit Payment (RBP)

At the beginning of each contract year during the Waiting Period and prior to any withdrawal, the RBP for each purchase payment is set equal to that purchase payment plus any purchase payment credit multiplied by the GBP Percentage shown under Contract Data.

At the beginning of any other contract year, each individual RBP is set equal to each individual GBP.

Each additional purchase payment will have its own RBP established equal to that payment's GBP. The total RBP is equal to the sum of the individual RBPs.

Whenever a withdrawal is made, the total RBP equals the total RBP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero.

## Enhanced Lifetime Base (ELB)

Your ELB is determined at the following times and is subject to a maximum amount as shown under Contract Data:

### 1. Initial establishment

The ELB is established on the ELB Date, shown under Contract Data.

If there have been any withdrawals prior to the ELB Date, the ELB is established as zero and will always be zero.

If there have been no withdrawals prior to the ELB Date, the ELB is established as:

- (A) the sum of all purchase payments received prior to the ELB Date, plus
- (B) purchase payments received during the first 180 days that the rider is in effect, multiplied by the Rider Credit Percentage shown under Contract Data.

If there have been any ownership changes, or if your spouse continued the contract under the Spouse's Option to Continue the Contract provision, the ELB is established as zero and will always be zero.

2. **If the ELB is greater than zero when a subsequent purchase payment is made**  
The ELB is increased by the amount of the purchase payment.

3. **If the ELB is greater than zero when a withdrawal is made**

The ELB will be reduced by an amount determined by the following formula:

$$\frac{a \times b}{c} \quad \text{where:}$$

- a = the amount the RBA is reduced as a result of the withdrawal
- b = the ELB on the date of (but prior to) the withdrawal
- c = the RBA on the date of (but prior to) the withdrawal.

Additionally, if the current withdrawal exceeds the RBP, excess withdrawal processing will occur and the ELB will be reset to the lesser of the amount determined by the formula above or your contract value after the withdrawal.

4. **If the ELB is greater than zero and any of the following occurs**

If there is any ownership change, or if your spouse continues the contract under the Spouse's Option to Continue the Contract provision, the ELB is reset to zero and will always be zero.

5. **On the later of the ELB Date or the establishment of the ALP**

After any adjustment to the ALP, the ELB will be reset to zero and will always be zero.

## Annual Lifetime Payment (ALP)

Your ALP is determined at the following times and is subject to a maximum amount as shown under Contract Data:

### 1. Initial establishment

The ALP is established on the rider effective date, or the rider anniversary following the date the Covered Person reaches the ALPAA if later. If the ALP is established prior to the ELB Date shown under Contract Data, the ALP is set equal to the total RBA multiplied by the ALP Percentage shown under Contract Data. If the ALP is established on or following the ELB Date, the ALP is set equal to the ALP

Percentage multiplied by the greater of the ELB or the total RBA.

**2. When a subsequent purchase payment is made**

Each purchase payment made subsequent to the establishment of the ALP increases the ALP by the amount of the purchase payment and any purchase payment credit multiplied by the ALP percentage shown under Contract Data.

**3 When a withdrawal is made on or after the rider anniversary following the Waiting Period**

Whenever such a withdrawal is made after the establishment of the ALP, the ALP will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RALP, the ALP is unchanged.
- (B) If the current withdrawal exceeds the RALP, excess withdrawal processing will occur and the ALP will be reset to the lesser of:
  - (i) the ALP immediately prior to the withdrawal; or
  - (ii) the contract value immediately following the withdrawal multiplied by the ALP percentage shown under Contract Data.

If you withdraw less than the ALP in a contract year, there is no carry over to the next contract year.

**4. When a withdrawal is made during the Waiting Period**

If the ALP has been established upon the first such withdrawal, any previously applied Annual Step-ups will be reversed. Step-up reversal means that the ALP will be reset to equal total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data. The recalculated value is then used in the following calculations.

Whenever such a withdrawal is made, and after the reversal of any previously applied Annual Step-ups has been completed, the ALP will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RALP, the ALP is unchanged.
- (B) If the current withdrawal exceeds the RALP, excess withdrawal processing will occur and the ALP will be reset to the lesser of:
  - (i) the ALP immediately prior to the withdrawal; or
  - (ii) the contract value immediately following the withdrawal multiplied by the ALP percentage shown under Contract Data.

**5. If the ALP is established prior to the ELB Date**

On the ELB Date, the ALP will be reset to the greater of:

- (A) the current ALP, and
- (B) the ELB multiplied by the ALP Percentage.

**6. Upon Annual Step-up as described below.**

**7. Upon spousal continuation or change of ownership as described later in the rider.**

**Remaining Annual Lifetime Payment (RALP)**

The RALP is established at the same time as the ALP.

At the beginning of each contract year during the Waiting Period and prior to any withdrawal, the RALP is set equal to total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At the beginning of any other contract year, the RALP is set equal to the ALP.

Whenever a subsequent purchase payment is made, the RALP is increased by the amount of that purchase payment plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

Whenever a withdrawal is made, the RALP equals the RALP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero.

**Required Minimum Distributions**

Notwithstanding the excess withdrawal processing provisions above, if you are taking required minimum distributions ("RMD") from this contract and the RMD is greater than the RALP or RBP on the most recent rider anniversary, the portion of the RMD that exceeds the RALP or RBP on the most recent rider anniversary will not be treated as an excess withdrawal provided:

- 1. the RMD is for this contract alone, and
- 2. the RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
- 3. the RMD amount is otherwise based on the requirements of the Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the effective date of this rider.

Withdrawal amounts greater than the RALP or RBP on the most recent rider anniversary that do not meet these conditions will result in excess withdrawal processing.

## Annual Step-Up

Beginning with the first rider anniversary, an Annual Step-up may be available. If you take any withdrawals during the Waiting Period, any previously applied Annual Step-ups will be reversed and the Annual Step-up will not be available until the rider anniversary following the Waiting Period.

The Annual Step-up will be effective on the Step-up Date. Only one Annual Step-up will be allowed each contract year.

Other than the exception described above, the Annual Step-up may be available as described below.

- On any rider anniversary where the RBA or, if established, the ALP would increase and the annual rider charge would not increase as a result of the Annual Step-up, we will execute the Annual Step-up automatically on the Step-up Date.
- If the Annual Step-Up would result in an increase of the annual rider charge, we do not execute the Annual Step-Up automatically and you will be notified. You then have the option to elect the Annual Step-up, with the resulting charge increase, anytime within the 30 days following that rider anniversary as long as the contract value is greater than the total RBA or the contract value multiplied by the ALP Percentage shown under Contract Data is greater than the ALP, if established, on the Step-up Date.

If the Annual Step-up is executed, the total RBA, total GBA, GBP, RBP, ALP, and RALP will be adjusted as follows:

### RBA Step-up

Subject to the maximum RBA shown under Contract Data, the total RBA will be increased to the greater of (A) or (B) where:

- (A) is the total RBA immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date.

### GBA Step-up

Subject to the maximum GBA shown under Contract Data, the total GBA will be increased to the greater of (A) or (B) where:

- (A) is the total GBA immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date.

### GBP Step-up

The GBP will be calculated as described earlier, based on the increased GBA and RBA.

### RBP Step-up

Prior to any withdrawals during the Waiting Period, the RBP for each purchase payment will be calculated as that purchase payment plus any purchase payment credit multiplied by the GBP Percentage shown under Contract Data. The total RBP is equal to the sum of the individual RBPs.

At any other time, the RBP will be calculated as the GBP after the Annual Step-up less all prior withdrawals made during the current contract year, but will never be less than zero.

### ALP Step-up

After the establishment of the ALP, subject to the maximum ALP shown under Contract Data, the ALP will be increased to the greater of (A) and (B) where:

- (A) is the ALP immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date multiplied by the ALP Percentage shown under Contract Data.

### RALP Step-up

After the establishment of the ALP, and prior to any withdrawals during the Waiting Period, the RALP will be calculated as total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At any other time after the establishment of the ALP, the RALP will be calculated as the ALP after the Annual Step-up less all prior withdrawals made during the current contract year, but will never be less than zero.

## Asset Allocation Program

This rider requires participation in our asset allocation program. At time of application you choose an asset allocation model from any available model ranging from the conservative category to the aggressive category. There may be a limitation of available models based on the amount of the initial purchase payment we accept for your contract.

You can allocate your contract value to any available asset allocation model (1) prior to your first withdrawal and (2) following a benefit reset as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your asset allocation model to any available asset allocation model.

Immediately following a withdrawal your contract value will be reallocated to the Target Model shown under Contract Data if your current asset allocation model is more aggressive than the Target Model. After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your asset allocation model to the Target Model or any asset allocation model that is more conservative without a benefit reset as described below.

If you are in a withdrawal phase and you choose to allocate your contract value to an asset allocation model that is more aggressive than the Target Model, your rider benefit will be reset as follows:

- (A) the total GBA will be reset to the lesser of its current value or the contract value; and
- (B) the total RBA will be reset to the lesser of its current value or the contract value; and
- (C) the ALP, if established, will be reset to the lesser of:
  - i) its current value or

- ii) the contract value multiplied by the ALP Percentage shown under Contract Data; and

- (D) the GBP will be recalculated as described earlier, based on the reset GBA and RBA; and
- (E) the RBP will be recalculated as the reset GBP less all prior withdrawals made during the current contract year, but it will never be less than zero; and
- (F) the RALP will be recalculated as the reset ALP less all prior withdrawals made during the current contract year, but it will never be less than zero; and
- (G) the ELB, if established, will be reset to the lesser of its current value or the contract value.

You may request to change your asset allocation model by written request on an authorized form or by another method agreed to by us. The number of elective asset allocation model changes permitted per contract year is shown under Contract Data. Additionally, we reserve the right to limit the number of model changes permitted if required to comply with the written instructions of a fund.

We reserve the right to change the Target Model to an asset allocation model that is more aggressive after 30 days written notice.

We reserve the right to cancel required participation in the asset allocation program after 30 days written notice. If asset allocation models are not required, you may allocate your contract value and additional purchase payments as provided in the contract.

## Guaranteed Withdrawal Benefit Annuity Option

As an alternative to the annuity payment plans available under the contract, a fixed payout option is available under this rider.

Under this option, the amount payable each year will be equal to the remaining schedule of GBPs but the total amount paid over the life of the annuity will not exceed the total RBA at the time you begin this fixed payout option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually. If, at the death of the owner, payments have been made for less than the

total RBA, the remaining payments will be made to the beneficiary.

This option may not be available if the contract is issued to qualify under Section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the guaranteed payment period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.



This payout option may be elected as an annuitization option by the beneficiary of the contract subject to the Payments to Beneficiary section of the contract. Whenever multiple beneficiaries are designated under the contract, each such beneficiary's share of the

proceeds, if they elect this option, will be in proportion to their applicable designated beneficiary percentage.

We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

## Contract Provision Modifications

Because of the addition of this rider to your contract, several contract provisions are modified as described above and as further described below.

### Payment Limits Provision

We reserve the right to restrict cumulative subsequent purchase payments to an amount less than The Maximum Total RVS Variable Annuity Purchase Payment Per Annuitant Life, shown under Contract Data.

### Allocation of Purchase Payments

Because this rider requires participation in our asset allocation program, allocation of purchase payments shall be determined by the asset allocation model.

### Transfers of Contract Values Provision

Because this rider requires participation in our asset allocation program, transfer privileges granted under the contract are suspended other than: 1) transfers among the available asset allocation models as described above, provided such transfers are not determined to disadvantage other contract owners, 2) transfers necessary to adjust contract value allocations to match the allocation percentages utilized in your asset allocation model, or 3) transfers as otherwise agreed to by us.

### Rules for Withdrawal Provision

Minimum account values following a withdrawal no longer apply to your contract.

For withdrawals, the withdrawal will be made from the variable subaccounts, Guarantee Period Accounts (where available), the One-Year Fixed Account (if applicable) and the DCA Fixed Account in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be made.

If the contract value falls to zero and the total RBA is greater than zero, the following will occur:

- (A) If the Covered Person has not reached the ALPAA and the contract value is reduced to zero as a result of fees or charges, or a withdrawal that is less than or equal to the RBP, the owner must choose to receive either the remaining schedule of GBPs until the total RBA equals zero, or wait until

the rider anniversary following the date the Covered Person reaches the ALPAA and receive the ALP annually until the later of:

- (i) the death of the Covered Person; or
- (ii) the total RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- (B) If the Covered Person has reached the ALPAA and the contract value is reduced to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP, the owner must choose to receive either the remaining schedule of GBPs until the total RBA equals zero, or the ALP which will be paid annually until the later of:
- (i) the death of the Covered Person; or
  - (ii) the total RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- (C) If the Covered Person has reached the ALPAA and the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP, but less than or equal to the RBP, the remaining schedule of GBPs will be paid until the total RBA equals zero.
- (D) If the Covered Person has reached the ALPAA and the contract value is reduced to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP, the ALP will be paid annually until the death of the Covered Person.

In (A), (B), (C) and (D) above:

- These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually.
- We will no longer accept subsequent purchase payments.
- No more charges will be collected for the rider.
- The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

If the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero, this rider and the contract will terminate.

If the contract value is reduced to zero as a result of a withdrawal that is greater than both the RBP and the RALP, this rider and the contract will terminate.

#### **Death Benefit Before Annuitization**

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may:

1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision below.

If the contract value equals zero and the death benefit becomes payable, the following will occur:

- (A) If the RBA is greater than zero and the owner had been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA is depleted.
- (B) If the Covered Person dies and the RBA is greater than zero and the owner had been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA is depleted.
- (C) If the Covered Person is still alive and the RBA is greater than zero and the owner had been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the later of the death of the Covered Person or the RBA is depleted.
- (D) If the Covered Person is still alive and the RBA equals zero and the owner had been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the death of the Covered Person.
- (E) If the Covered Person dies and the RBA equals zero, the benefit terminates. No further payments are made.

#### **Spouse's Option to Continue Contract**

If a surviving spouse chooses to continue the contract under the spousal continuation provision, the following provisions apply:

- 1. The rider continues as part of the contract.
- 2. The Waiting Period is cancelled and any Waiting Period limitations on withdrawals and Step-ups terminate.
- 3. The Covered Person will be redetermined for the continued rider and is the Covered Person referred to below. The GBA, RBA, and GBP remain unchanged; the RBP will be reset equal to the GBP less all prior withdrawals made during the current contract year but not less than zero; the

ELB, if established, will be reset to zero; and the ALP and RALP will be reset as follows:

- (A) If the ALP has been established and the Covered Person has reached the ALPAA as of the date of the continuation, the ALP is reset to the lesser of:
  - i) the ALP prior to continuation or
  - ii) the contract value upon continuation multiplied by the ALP Percentage shown under Contract Data.The RALP is reset to the ALP less all prior withdrawals made during the current contract year, but will never be less than zero.
- (B) If the ALP has been established but the Covered Person has not reached the ALPAA as of the date of the continuation, the ALP and RALP are reset to zero from the date of continuation until the rider anniversary following the date the Covered Person reaches the ALPAA. At that time, the ALP is reset to the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or that anniversary contract value, and the RALP is set equal to the ALP.
- (C) If the ALP has not been established but the Covered Person has reached the ALPAA as of the date of the continuation, the ALP is established on the date of continuation as the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or the contract value. The RALP is established equal to the ALP less all prior withdrawals made during the current contract year, but will never be less than zero.
- (D) If the ALP has not been established and the Covered Person has not reached the ALPAA as of the date of the continuation, the ALP will be established on the rider anniversary following the date the Covered Person reaches the ALPAA as the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or that anniversary contract value. The RALP is established equal to the ALP.

- 4. At the time of spousal continuation, a Step-up may be available. All Annual Step-up rules, other than those that apply to the Waiting Period, also apply to the spousal continuation Step-up. If the spousal continuation Step-up is processed automatically, the Step-up date is the valuation date spousal continuation is effective. If not, the Step-up date is the valuation date we receive the spouse's written request to Step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

### Change of Ownership

If there is a change of ownership, the Covered Person will be redetermined and is the Covered Person referred to below. The GBA, RBA, GBP, and RBP values will remain unchanged; the ELB, if established, will be reset to zero; and the ALP and RALP will be reset as follows:

- (A) If the ALP has been established and the Covered Person has reached the ALPAA as of the date of the ownership change, the ALP is reset to the lesser of:
- i) the current ALP or
  - ii) the current contract value multiplied by the ALP Percentage shown under Contract Data.
- If the ownership change occurs prior to a withdrawal during the Waiting Period, the RALP is reset to the lesser of:
- i) the ALP or
  - ii) total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.
- If the ownership change occurs at any other time, the RALP is reset to the ALP less all prior withdrawals made during the current contract year, but will never be less than zero.
- (B) If the ALP has been established and the Covered Person has not reached the ALPAA as of the date of the ownership change, the ALP and RALP are reset to zero from the date of the ownership change until the rider anniversary following the date the Covered Person reaches the ALPAA. At that time, the ALP is reset to the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or that anniversary contract value. If that anniversary is prior to a withdrawal during the Waiting Period, the RALP is set on that anniversary equal to the lesser of:
- i) the ALP or
  - ii) total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At any other time, the RALP is set on that anniversary equal to the ALP.

- (C) If the ALP has not been established but the Covered Person has reached the ALPAA as of the date of the ownership change, the ALP is established on the date of the ownership change as the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or the contract value. If the ownership change occurs prior to a withdrawal during the Waiting Period, the RALP is established on the date of the ownership change equal to the lesser of:
- i) the ALP or
  - ii) total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.
- If the ownership change occurs at any other time, the RALP is established on the date of the ownership change equal to the ALP less all prior withdrawals made during the current contract year but will never be less than zero.
- (D) If the ALP has not been established and the Covered Person has not reached the ALPAA as of the date of the ownership change, the ALP will be established on the rider anniversary following the date the Covered Person reaches the ALPAA as the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or that anniversary contract value. If that anniversary is prior to a withdrawal during the Waiting Period, the RALP is established on that anniversary equal to the lesser of:
- i) the ALP or
  - ii) total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.
- At any other time, the RALP is established on that anniversary equal to the ALP.



## Annual Rider Charge

We deduct the fee for this rider once a year from your contract value on your contract anniversary. We pro-rate this fee among the variable subaccounts, Guarantee Period Accounts (where available), the One-Year Fixed Account (if applicable) and the DCA Fixed Account in the same proportion your interest in each account bears to your total contract value.

The fee is calculated on your contract anniversary by multiplying the Annual Rider Charge by the greater of the anniversary contract value or the total RBA. This charge may vary with your asset allocation model.

The Initial Annual Rider Charge associated with your initial asset allocation model is shown on your Contract Data page. This charge may increase if:

- (A) you elect to change your asset allocation model and the Annual Rider Charge for the new asset allocation model is higher; or
- (B) you elect the Annual Step-up or spousal continuation Step-up.

The new charge will be the charge in effect on the valuation date we receive your written request to change your asset allocation model or Step-up if we receive your request before the close of business on that day, otherwise the charge in effect on the next valuation date.

There is no increase in the Annual Rider Charge for automatic Annual Step-ups, automatic spousal continuation Step-ups, or for any required reallocation of your contract value to the Target Model following a withdrawal.

The Annual Rider Charge is subject to the Maximum Annual Rider Charge shown under Contract Data.

If the rider charge changes during a contract year, we will calculate an average rider charge, for that contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each charge was in effect.

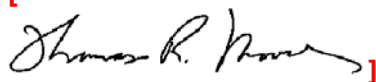
If your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place during the contract year.

### Termination of the Rider

This rider cannot be terminated either by you or us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than your spouse will terminate the rider.
2. Annuitization of the contract under an annuity payment plan will terminate the rider.
3. Termination of the contract for any reason will terminate the rider.

### RiverSource Life Insurance Company

[  
  
]

Secretary

# Guaranteed Minimum Withdrawal Benefit Rider

## Joint Life

### [SecureSource<sup>SM</sup> Rider]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract. **This rider cannot be terminated either by you or us prior to the Annuity Commencement Date except as provided in the Termination of the Rider provision.**

This rider requires participation in our asset allocation program. Your Initial Asset Allocation Model is shown under Contract Data. Limitations may be imposed on the asset allocation models available for selection as described below.

The additional charge for this rider is described below.

## Definitions

### Contract Date, Contract Anniversary, Rider Anniversary

Your contract date is shown under Contract Data. It is the date from which contract anniversaries, contract years, and contract months are determined. Your contract anniversary is the same day and month as the contract date each year that the contract remains in force. Your rider anniversary is the same as your contract anniversary unless the rider is issued after the contract date. It is the same day and month as the rider effective date each year that the rider remains in force.

### Rider Effective Date

This rider is effective as of the contract date of this contract unless otherwise provided.

### Waiting Period

The Waiting Period, as shown under Contract Data, is the number of years, starting on the rider effective date, that your ability to utilize both Step-ups and withdrawals is limited. During the Waiting Period, Step-ups are not available if a withdrawal is taken. The end of the Waiting Period is the day prior to the anniversary.

### Withdrawal

A withdrawal is the amount by which your contract value is reduced as a result of your withdrawal request. It may differ from the amount of your request due to any withdrawal charge and any market value adjustment.

### Guaranteed Benefit Amount (GBA)

The Guaranteed Benefit Amount (GBA) is equal to the total cumulative withdrawals guaranteed by this

rider. The GBA cannot be withdrawn and is not payable as a death benefit. The GBA is used to calculate the Guaranteed Benefit Payment.

### Remaining Benefit Amount (RBA)

As you make withdrawals, they reduce the amount of GBA that is guaranteed by this rider as future withdrawals. At any point in time, the Remaining Benefit Amount (RBA) equals the amount of GBA that remains.

### Guaranteed Benefit Payment (GBP)

At any time, the Guaranteed Benefit Payment (GBP) is the amount that the rider guarantees will be available for withdrawal each contract year after the Waiting Period, until the earlier of the termination of the rider or the RBA is reduced to zero. During the Waiting Period, the annual withdrawal amount guaranteed by the rider may be less than the GBP due to the limitations the Waiting Period imposes on your ability to utilize both Step-ups and withdrawals. The annual withdrawal amount guaranteed by the rider during the Waiting Period is equal to the Remaining Benefit Payment at the beginning of the contract year as described below.

### Remaining Benefit Payment (RBP)

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. At any point in time, the Remaining Benefit Payment (RBP) equals the amount that the rider guarantees will be available for withdrawal during the remainder of the current contract year. During the Waiting Period, when the amount that the rider guarantees to be available for withdrawal may be less than the GBP, the RBP will be the amount that is actually guaranteed. Withdrawing more than the RBP will subject the RBA and GBA to the excess withdrawal processing described later in this rider. When determining if a withdrawal will result in the application of the RBA and GBA excess withdrawal processing, we use the RBP amount on the date of (but prior to) the current withdrawal.

### Covered Spouses

The Covered Spouses are established on the rider effective date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If the owner is a non-natural person (e.g., a trust), the Covered Spouses are the

annuitant and the legally married spouse of the annuitant.

#### **Annual Lifetime Payment Attained Age (ALPAA)**

The Annual Lifetime Payment Attained Age (ALPAA), as shown under Contract Data, is the age of the younger Covered Spouse at which the lifetime benefit is established.

#### **Annual Lifetime Payment (ALP)**

The Annual Lifetime Payment (ALP), after established as described below, is the amount that the rider guarantees will be available for withdrawal each contract year after the Waiting Period, until the death of both Covered Spouses (see Death Benefit Before Annuitization) or termination of the rider, without the possibility of reducing the guarantee provided by this rider. During the Waiting Period, the annual withdrawal amount guaranteed by the rider may be less than the ALP due to the limitations the Waiting Period imposes on your ability to utilize both Step-ups and withdrawals. The annual withdrawal amount guaranteed by the rider during the Waiting Period is equal to the Remaining Annual Lifetime Payment at the beginning of the contract year as described below.

#### **Enhanced Lifetime Base (ELB)**

The Enhanced Lifetime Base is used in the calculation of the ALP on the later of the ELB Date

or the establishment of the ALP. The ELB cannot be withdrawn or annuitized.

#### **Remaining Annual Lifetime Payment (RALP)**

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. At any point in time after the establishment of the ALP, the Remaining Annual Lifetime Payment (RALP) equals the amount that the rider guarantees will be available for withdrawal during the remainder of the current contract year. During the Waiting Period, when the amount that the rider guarantees to be available for withdrawal may be less than the ALP, the RALP will be the amount that is actually guaranteed. Withdrawing more than the RALP will subject the ALP to the excess withdrawal processing described later in this rider. When determining if a withdrawal will result in the application of the ALP excess withdrawal processing, we use the RALP amount on the date of (but prior to) the current withdrawal.

#### **Step-Up Date**

The rider anniversary date if the Annual Step-up is processed automatically (see "Annual Step-up" below). If not, the valuation date we receive your written request to Step-up if we receive your request before the close of business on that day, otherwise the next valuation date.

## **Guaranteed Minimum Withdrawal Benefit**

The Guaranteed Minimum Withdrawal Benefit guarantees that regardless of investment performance you may take withdrawals each contract year until the earlier of:

- i) termination of the rider or
- ii) the later of: 1) the death of both Covered Spouses or 2) the RBA is depleted.

Before the establishment of the ALP, the annual withdrawal amount guaranteed by the rider is equal to the RBP from the beginning of the contract year.

After the establishment of the ALP, the rider guarantees that you have the option each contract year to cumulatively withdraw an amount up to the RALP or the RBP from the beginning of the contract year, but the rider does not guarantee withdrawal of both the RALP and the RBP in a contract year.

After the establishment of the ALP, if you withdraw an amount larger than the RALP, the ALP may be reduced in accordance with the excess withdrawal processing as described below (see ALP - When a withdrawal is made).

At any time, as long as your withdrawal does not exceed the greater of the RBP or the RALP, you will not be assessed a withdrawal charge. If you withdraw an amount larger than the greater of the RBP or the RALP, the amount in excess of the greater of the RBP or the RALP will be assessed any applicable withdrawal charges, and the GBA, RBA and ALP may be reduced in accordance with the excess withdrawal processing as described below. (See GBA and RBA - When a withdrawal is made. Also, see ALP - When a withdrawal is made.) At any time you may withdraw any amount up to your entire withdrawal value, subject to the excess withdrawal processing under the rider.

Certain values used to compute amounts available for withdrawal under the terms of this rider can be increased if your contract value has increased at the specified intervals (see Annual Step-Up). We may modify the charge for this rider if you elect the Annual Step-up (see Annual Rider Charge). If you take withdrawals during the Waiting Period, any previously applied Annual Step-ups will be reversed

and the Annual Step-up will not be available until the rider anniversary following the Waiting Period. You may take withdrawals after the end of the Waiting Period without reversal of previously applied Annual Step-ups.

If no withdrawals are taken prior to the ELB Date shown under Contract Data, the lifetime benefit may be increased (if already established) or the ELB may increase the lifetime benefit (when established). See the Enhanced Lifetime Base (ELB) and Annual Lifetime Payment (ALP) provisions for conditions and limitations.

## **Guaranteed Benefit Amount (GBA) and Remaining Benefit Amount (RBA)**

Your GBA and RBA are determined at the following times and are subject to a maximum amount as shown under Contract Data:

### **1. At Rider Effective Date**

If the rider is effective on the contract date, the GBA and RBA are set equal to the initial purchase payment plus any purchase payment credit (if applicable).

If the rider is effective on a contract anniversary date, the GBA and RBA are set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider if we receive your request before the close of business on that day, otherwise the contract value on the next valuation date.

### **2. When a subsequent purchase payment is made**

Each additional purchase payment will have its own GBA and RBA established equal to the amount of the purchase payment plus any purchase payment credit. Upon each subsequent purchase payment:

- (A) the total RBA is recalculated to equal the sum of the individual RBAs immediately prior to the receipt of the additional purchase payment, plus the RBA associated with the additional purchase payment.
- (B) the total GBA is recalculated to equal the sum of the individual GBAs immediately prior to the receipt of the additional purchase payment, plus the GBA associated with the additional purchase payment.

### **3. When a withdrawal is made on or after the rider anniversary following the Waiting Period**

Whenever such a withdrawal is made the total GBA and total RBA will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RBP, the total RBA is reduced by the amount of the withdrawal and the total GBA is unchanged.
- (B) If the current withdrawal exceeds the RBP, excess withdrawal processing will occur as follows:
  - (i) the total GBA will be reset to the lesser of its current value or the contract value immediately following the withdrawal; and
  - (ii) the total RBA will be reset to the lesser of its current value less the amount of the withdrawal or the contract value immediately following the withdrawal.

### **4. When a withdrawal is made during the Waiting Period**

Upon the first such withdrawal, any previously applied Annual Step-ups will be reversed. Step-up reversal means that the GBA and RBA associated with each purchase payment will be reset to the amount of that purchase payment plus any purchase payment credit. The total GBA and total RBA will be recalculated to equal the sum of the individual GBAs and RBAs. The GBP will also be recalculated as described below (see Guaranteed Benefit Payment). These recalculated values are then used in the following calculations.

Whenever such a withdrawal is made, and after reversal of any previously applied Annual Step-ups has been completed, the total GBA and total RBA will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RBP, the total RBA is reduced by the amount of the withdrawal and the total GBA is unchanged.
- (B) If the current withdrawal exceeds the RBP, excess withdrawal processing will occur as follows:
  - (i) the total GBA will be reset to the lesser of its current value or the contract value immediately following the withdrawal; and
  - (ii) the total RBA will be reset to the lesser of its current value less the amount of the withdrawal or the contract value immediately following the withdrawal.

### **5. Whenever an individual RBA is depleted**

Whenever an RBA is depleted by a withdrawal, the GBA associated with that RBA will also be set to zero.

### **6. Upon Annual Step-up as described below.**

## Guaranteed Benefit Payment (GBP)

At any point in time, the GBP is calculated as follows:

1. Determine the lesser of (A) or (B) for each purchase payment where:
  - (A) is the individual GBA multiplied by the GBP Percentage shown under Contract Data, and
  - (B) is the individual RBA.
2. Add the results of Step 1 for each purchase payment to obtain the current total GBP.

If you withdraw less than the GBP in a contract year, there is no carry over to the next contract year.

## Remaining Benefit Payment (RBP)

At the beginning of each contract year during the Waiting Period and prior to any withdrawal, the RBP for each purchase payment is set equal to that purchase payment plus any purchase payment credit multiplied by the GBP Percentage shown under Contract Data.

At the beginning of any other contract year, each individual RBP is set equal to each individual GBP.

Each additional purchase payment will have its own RBP established equal to that payment's GBP. The total RBP is equal to the sum of the individual RBPs.

Whenever a withdrawal is made, the total RBP equals the total RBP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero.

## Enhanced Lifetime Base (ELB)

Your ELB is determined at the following times and is subject to a maximum amount as shown under Contract Data:

### 1. Initial establishment

The ELB is established on the ELB Date, shown under Contract Data.

If there have been any withdrawals prior to the ELB Date, the ELB is established as zero and will always be zero.

If there have been no withdrawals prior to the ELB Date, the Enhanced Lifetime Base is established as:

- (A) the sum of all purchase payments received prior to the ELB Date, plus
- (B) purchase payments received during the first 180 days that the rider is in effect, multiplied by the Rider Credit Percentage shown under Contract Data.

2. **If the ELB is greater than zero when a subsequent purchase payment is made**  
The ELB is increased by the amount of the purchase payment.

### 3. If the ELB is greater than zero when a withdrawal is made

The ELB will be reduced by an amount determined by the following formula:

$$\frac{a \times b}{c} \quad \text{where:}$$

- a = the amount the RBA is reduced as a result of the withdrawal
- b = the ELB on the date of (but prior to) the withdrawal
- c = the RBA on the date of (but prior to) the withdrawal.

Additionally, if the current withdrawal exceeds the RBP, excess withdrawal processing will occur and the ELB will be reset to the lesser of the amount determined by the formula above or your contract value after the withdrawal.

### 4. On the later of the ELB Date or the establishment of the ALP

After any adjustment to the ALP, the ELB will be reset to zero and will always be zero.

## Annual Lifetime Payment (ALP)

Your ALP is determined at the following times and is subject to a maximum amount as shown under Contract Data:

### 1. Initial establishment

The ALP is established on the earliest of the following dates:

- (A) the rider effective date if the younger Covered Spouse has already reached the ALPAA.
- (B) the rider anniversary following the date the younger Covered Spouse reaches the ALPAA.
- (C) upon the first death of a Covered Spouse, then
  - 1) the date we receive written request when the death benefit is not payable and the surviving Covered Spouse has already reached the ALPAA, or
  - 2) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the ALPAA, or
  - 3) the rider anniversary following the date the surviving Covered Spouse reaches the ALPAA.



- (D) Following dissolution of marriage of the Covered Spouses,
- 1) the date we receive written request if the Covered Spouse who is the owner (or annuitant in the case of non-natural ownership) has already reached the ALPAA, or
  - 2) the rider anniversary following the date the Covered Spouse who is the owner (or annuitant in the case of non-natural ownership) reaches the ALPAA.

If the ALP is established prior to the ELB Date, shown under Contract Data, the ALP is set equal to the total RBA multiplied by the ALP Percentage shown under Contract Data. If the ALP is established on or following the ELB Date, the ALP is set equal to the ALP Percentage multiplied by the greater of the ELB or the total RBA.

**2. When a subsequent purchase payment is made**

Each purchase payment made subsequent to the establishment of the ALP increases the ALP by the amount of the purchase payment and any purchase payment credit multiplied by the ALP percentage shown under Contract Data.

**3 When a withdrawal is made on or after the rider anniversary following the Waiting Period**

Whenever such a withdrawal is made after the establishment of the ALP, the ALP will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RALP, the ALP is unchanged.
- (B) If the current withdrawal exceeds the RALP, excess withdrawal processing will occur and the ALP will be reset to the lesser of:
- (i) the ALP immediately prior to the withdrawal; or
  - (ii) the contract value immediately following the withdrawal multiplied by the ALP percentage shown under Contract Data.

If you withdraw less than the ALP in a contract year, there is no carry over to the next contract year.

**4. When a withdrawal is made during the Waiting Period**

If the ALP has been established upon the first such withdrawal, any previously applied Annual Step-ups will be reversed. Step-up reversal means that the ALP will be reset to equal total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data. The recalculated value is then used in the following calculations.

Whenever such a withdrawal is made, and after the reversal of any previously applied Annual Step-ups has been completed, the ALP will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RALP, the ALP is unchanged.
- (B) If the current withdrawal exceeds the RALP, excess withdrawal processing will occur and the ALP will be reset to the lesser of:
- (i) the ALP immediately prior to the withdrawal; or
  - (ii) the contract value immediately following the withdrawal multiplied by the ALP percentage shown under Contract Data.

**5. If the ALP is established prior to the ELB Date**

On the ELB Date, the ALP will be reset to the greater of:

- (A) the current ALP, and
- (B) the ELB multiplied by the ALP Percentage.

**6. Upon Annual Step-up as described below.**

**7. Upon Step-up following spousal continuation as described below.**

**Remaining Annual Lifetime Payment (RALP)**

The RALP is established at the same time as the ALP.

At the beginning of each contract year during the Waiting Period and prior to any withdrawal, the RALP is set equal to total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At the beginning of any other contract year, the RALP is set equal to the ALP.

Whenever a subsequent purchase payment is made, the RALP is increased by the amount of that purchase payment plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

Whenever a withdrawal is made, the RALP equals the RALP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero.

## Required Minimum Distributions

Notwithstanding the excess withdrawal processing provisions above, if you are taking required minimum distributions ("RMD") from this contract and the RMD is greater than the RALP or RBP on the most recent rider anniversary, the portion of the RMD that exceeds the RALP or RBP on the most recent rider anniversary will not be treated as an excess withdrawal provided:

1. the RMD is for this contract alone, and
2. the RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

3. the RMD amount is otherwise based on the requirements of the Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the effective date of this rider.

Withdrawal amounts greater than the RALP or RBP on the most recent rider anniversary that do not meet these conditions will result in excess withdrawal processing.

## Annual Step-Up

Beginning with the first rider anniversary, an Annual Step-up may be available. If you take any withdrawals during the Waiting Period, any previously applied Annual Step-ups will be reversed and the Annual Step-up will not be available until the rider anniversary following the Waiting Period.

The Annual Step-up will be effective on the Step-up Date. Only one Annual Step-up will be allowed each contract year.

Other than the exception described above, the Annual Step-up may be available as described below.

- On any rider anniversary where the RBA or, if established, the ALP would increase and the annual rider charge would not increase as a result of the Annual Step-up, we will execute the Annual Step-up automatically on the Step-up Date.
- If the Annual Step-Up would result in an increase of the annual rider charge, we do not execute the Annual Step-Up automatically and you will be notified. You then have the option to elect the Annual Step-up, with the resulting charge increase, anytime within the 30 days following that rider anniversary as long as the contract value is greater than the total RBA or the contract value multiplied by the ALP Percentage shown under Contract Data is greater than the ALP, if established, on the Step-up Date.

If the Annual Step-up is executed, the total RBA, total GBA, GBP, RBP, ALP, and RALP will be adjusted as follows:

### RBA Step-up

Subject to the maximum RBA shown under Contract Data, the total RBA will be increased to the greater of (A) or (B) where:

- (A) is the total RBA immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date.

### GBA Step-up

Subject to the maximum GBA shown under Contract Data, the total GBA will be increased to the greater of (A) or (B) where:

- (A) is the total GBA immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date.

### GBP Step-up

The GBP will be calculated as described earlier, based on the increased GBA and RBA.

### RBP Step-up

Prior to any withdrawals during the Waiting Period, the RBP for each purchase payment will be calculated as that purchase payment plus any purchase payment credit multiplied by the GBP Percentage shown under Contract Data. The total RBP is equal to the sum of the individual RBPs.

At any other time, the RBP will be calculated as the GBP after the Annual Step-up less all prior withdrawals made during the current contract year, but will never be less than zero.

### ALP Step-up

After the establishment of the ALP, subject to the maximum ALP shown under Contract Data, the ALP will be increased to the greater of (A) or (B) where:

- (A) is the ALP immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date multiplied by the ALP Percentage shown under Contract Data.

### **RALP Step-up**

After the establishment of the ALP, and prior to any withdrawals during the Waiting Period, the RALP will be calculated as total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At any other time after the establishment of the ALP, the RALP will be calculated as the ALP after the Annual Step-up less all prior withdrawals made during the current contract year, but will never be less than zero.

## **Asset Allocation Program**

This rider requires participation in our asset allocation program. At time of application you choose an asset allocation model from any available model ranging from the conservative category to the aggressive category. There may be a limitation of available models based on the amount of the initial purchase payment we accept for your contract.

You can allocate your contract value to any available asset allocation model (1) prior to your first withdrawal and (2) following a benefit reset as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your asset allocation to any available asset allocation model.

Immediately following a withdrawal your contract value will be reallocated to the Target Model shown under Contract Data if your current asset allocation model is more aggressive than the Target Model. After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your asset allocation model to the Target Model or any asset allocation model that is more conservative without a benefit reset as described below.

If you are in a withdrawal phase and you choose to allocate your contract value to an asset allocation model that is more aggressive than the Target Model, your rider benefit will be reset as follows:

- (A) the total GBA will be reset to the lesser of its current value or the contract value; and
- (B) the total RBA will be reset to the lesser of its current value or the contract value; and
- (C) the ALP, if established, will be reset to the lesser of:

- i) its current value or
- ii) the contract value multiplied by the ALP Percentage shown under Contract Data; and

- (D) the GBP will be recalculated as described earlier, based on the reset GBA and RBA; and
- (E) the RBP will be recalculated as the reset GBP less all prior withdrawals made during the current contract year, but it will never be less than zero; and
- (F) the RALP will be recalculated as the reset ALP less all prior withdrawals made during the current contract year, but it will never be less than zero; and
- (G) the ELB, if established, will be reset to the lesser of its current value or the contract value.

You may request to change your asset allocation model by written request on an authorized form or by another method agreed to by us. The number of elective asset allocation model changes permitted per contract year is shown under Contract Data. Additionally, we reserve the right to limit the number of model changes permitted if required to comply with the written instructions of a fund.

We reserve the right to change the Target Model to an asset allocation model that is more aggressive after 30 days written notice.

We reserve the right to cancel required participation in the asset allocation program after 30 days written notice. If asset allocation models are not required, you may allocate your contract value and additional purchase payments as provided in the contract.



## Guaranteed Withdrawal Benefit Annuity Option

As an alternative to the annuity payment plans available under the contract, a fixed payout option is available under this rider.

Under this option, the amount payable each year will be equal to the remaining schedule of GBPs but the total amount paid over the life of the annuity will not exceed the total RBA at the time you begin this fixed payout option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually. If, at the death of the owner, payments have been made for less than the total RBA, the remaining payments will be made to the beneficiary.

This option may not be available if the contract is issued to qualify under Section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the guaranteed payment

period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.

This payout option may be elected as an annuitization option by the beneficiary of the contract subject to the Payments to Beneficiary section of the contract. Whenever multiple beneficiaries are designated under the contract, each such beneficiary's share of the proceeds, if they elect this option, will be in proportion to their applicable designated beneficiary percentage.

We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

## Contract Provision Modifications

Because of the addition of this rider to your contract, several contract provisions are modified as described above and as further described below.

### Payment Limits Provision

We reserve the right to restrict cumulative subsequent purchase payments to an amount less than The Maximum Total RVS Variable Annuity Purchase Payment Per Annuitant Life, shown under Contract Data.

### Allocation of Purchase Payments

Because this rider requires participation in our asset allocation program, allocation of purchase payments shall be determined by the asset allocation model.

### Transfers of Contract Values Provision

Because this rider requires participation in our asset allocation program, transfer privileges granted under the contract are suspended other than: 1) transfers among the available asset allocation models as described above, provided such transfers are not determined to disadvantage other contract owners, 2) transfers necessary to adjust contract value allocations to match the allocation percentages utilized in your asset allocation model, or 3) transfers as otherwise agreed to by us.

### Rules for Withdrawal Provision

Minimum account values following a withdrawal no longer apply to your contract.

For withdrawals, the withdrawal will be made from the variable subaccounts, Guarantee Period Accounts (where available), the One-Year Fixed Account (if applicable) and the DCA Fixed Account in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be made.

If the contract value falls to zero and the total RBA is greater than zero, the following will occur:

(A) If the younger Covered Spouse has not reached the ALPAA and the contract value is reduced to zero as a result of fees or charges, or a withdrawal that is less than or equal to the RBP, the owner must choose to receive either the remaining schedule of GBPs until the total RBA equals zero, or wait until the rider anniversary following the date the younger Covered Spouse reaches the ALPAA and receive the ALP annually until the later of:

- (i) the death of both Covered Spouses; or
- (ii) the total RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

(B) If the younger Covered Spouse has reached the ALPAA and the contract value is reduced to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP, the owner must choose to receive

either the remaining schedule of GBPs until the total RBA equals zero, or the ALP which will be paid annually until the later of:

- (i) the death of both Covered Spouses; or
- (ii) the total RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- (C) If the younger Covered Spouse has reached the ALPAA and the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP, but less than or equal to the RBP, the remaining schedule of GBPs will be paid until the total RBA equals zero.
- (D) If the younger Covered Spouse has reached the ALPAA and the contract value is reduced to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP, the ALP will be paid annually until the death of both Covered Spouses.

In (A), (B), (C) and (D) above:

- These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually.
- We will no longer accept subsequent purchase payments.
- No more charges will be collected for the rider.
- If the owner had been receiving the ALP, upon the first death the ALP will continue to be paid annually until the later of 1) the death of the last surviving Covered Spouse or 2) the RBA is reduced to zero. In all other situations the death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

If the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero, this rider and the contract will terminate.

If the contract value is reduced to zero as a result of a withdrawal that is greater than both the RBP and the RALP, this rider and the contract will terminate.

#### **Death Benefit Before Annuitization**

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the joint benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the last surviving Covered Spouse.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary

may: 1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision below.

If the contract value equals zero at the death of the last surviving Covered Spouse, the following will occur:

- (A) If the RBA is greater than zero and the owner had been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA is depleted.
- (B) If the RBA is greater than zero and the owner had been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA is depleted.
- (C) If the RBA equals zero, the benefit terminates. No further payments are made.

#### **Spouse's Option to Continue Contract**

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.
2. The Waiting Period is cancelled and any Waiting Period limitations on withdrawals and Step-ups terminate.
3. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
4. At the time of spousal continuation, a Step-up may be available. All Annual Step-up rules, other than those that apply to the Waiting Period, also apply to the spousal continuation Step-up. If the spousal continuation Step-up is processed automatically, the Step-up date is the valuation date spousal continuation is effective. If not, the Step-up date is the valuation date we receive the spouse's written request to Step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

#### **Ownership, Change of Ownership**

Since the joint life benefit requires that the surviving Covered Spouse continue the contract under the "Spouse Option to Continue Contract Upon Owner's Death" provision, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural owner, one of the Covered Spouses must be the annuitant. Ownership changes are only allowed between the Covered Spouses. No other ownership changes are allowed as long as the rider is in force.

## Annual Rider Charge

We deduct the fee for this rider once a year from your contract value on your contract anniversary. We prorate this fee among the variable subaccounts, Guarantee Period Accounts (where available), the One-Year Fixed Account (if applicable) and the DCA Fixed Account in the same proportion your interest in each account bears to your total contract value.

The fee is calculated on your contract anniversary by multiplying the Annual Rider Charge by the greater of the anniversary contract value or the total RBA. This charge may vary with your asset allocation model.

The Initial Annual Rider Charge associated with your initial asset allocation model is shown on your Contract Data page. This charge may increase if:

- (A) you elect to change your asset allocation model and the Annual Rider Charge for the new asset allocation model is higher; or
- (B) you elect the Annual Step-up or spousal continuation Step-up.

The new charge will be the charge in effect on the valuation date we receive your written request to change your asset allocation model or Step-up if we receive your request before the close of business on that day, otherwise the charge in effect on the next valuation date.

There is no increase in the Annual Rider Charge for automatic Annual Step-ups, automatic spousal continuation Step-ups, or for any required reallocation of your contract value to the Target Model following a withdrawal.

The Annual Rider Charge is subject to the Maximum Annual Rider Charge shown under Contract Data.

If the rider charge changes during a contract year, we will calculate an average rider charge, for that contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each charge was in effect.

If your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place during the contract year.

### Termination of the Rider

This rider cannot be terminated either by you or us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than a Covered Spouse will terminate the rider.
2. Annuitization of the contract under an annuity payment plan will terminate the rider.
3. Termination of the contract for any reason will terminate the rider.

### RiverSource Life Insurance Company

[]

Secretary

Guaranteed Minimum Withdrawal Benefit Rider [SecureSource<sup>SM</sup> Rider]

Covered Person	[John Q. Doe]
Rider Effective Date	[June 1, 2008]
Initial Annual Rider Charge	[.75%]
Maximum Annual Rider Charge	[1.50%]
Maximum RBA, GBA and ELB	[\$5,000,000]
Maximum ALP	[\$300,000]
GBP Percentage	[7%]
ALP Percentage	[6%]
Rider Credit Percentage	[20%]
ELB Date	[Third Rider Anniversary]
Waiting Period	[0] Years
Annual Lifetime Payment Attained Age	Age [65]
Initial Asset Allocation Model Selection	[Moderately Aggressive Model]
Target Model	[Moderate Model]
Number of Model Changes Allowed Per Contract Year	[2]

[Allocation Restrictions/Limitations: This rider requires participation in our Asset Allocation Program containing certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. Elective changes to allocations, asset allocation models or elective Step-ups may increase the Annual Rider Charge.]

DP273959-SG2

Guaranteed Minimum Withdrawal Benefit Rider [SecureSource<sup>SM</sup> Rider]

Covered Spouses	[John Q. Doe] [Mary Q. Doe]
Rider Effective Date	[June 1, 2008]
Initial Annual Rider Charge	[.95%]
Maximum Annual Rider Charge	[1.75%]
Maximum RBA, GBA and ELB	[\$5,000,000]
Maximum ALP	[\$300,000]
GBP Percentage	[7%]
ALP Percentage	[6%]
Rider Credit Percentage	[20%]
ELB Date	[Third Rider Anniversary]
Waiting Period	[0] Years
Annual Lifetime Payment Attained Age	Age [65]
Initial Asset Allocation Model Selection	[Moderately Aggressive Model]
Target Model	[Moderate Model]
Number of Model Changes Allowed Per Contract Year	[2]

[Allocation Restrictions/Limitations: This rider requires participation in our Asset Allocation Program containing certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. Elective changes to allocations, asset allocation models or elective Step-ups may increase the Annual Rider Charge.]

DP273959-JT2

<i>SERFF Tracking Number:</i>	<i>AEMN-125561512</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>RiverSource Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38563</i>
<i>Company Tracking Number:</i>	<i>273959SG2AR</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Select Variable Annuities</i>		
<i>Project Name/Number:</i>	<i>SecureSource 2/273959SG2</i>		

## **Rate Information**

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>AEMN-125561512</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>RiverSource Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38563</i>
<i>Company Tracking Number:</i>	<i>273959SG2AR</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Select Variable Annuities</i>		
<i>Project Name/Number:</i>	<i>SecureSource 2/273959SG2</i>		

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 03/20/2008

#### Comments:

#### Attachments:

AR CERT.pdf  
 34146 D (1-04) - AR Guaranty Association notice.pdf  
 271786 D (01-07) - ODL Multi Fixed Consumer Info - AR.pdf

### Review Status:

**Satisfied -Name:** Application 03/20/2008

#### Comments:

Applications 273956 and 273957 (Arkansas file #31713, approved 1/25/2006) will be used to apply for variable annuities the submitted living benefit riders will be available with.

### Review Status:

**Satisfied -Name:** Life & Annuity - Actuarial Memo 03/20/2008

#### Comments:

#### Attachments:

SS2 Joint Actuarial Memorandum.pdf  
 SS2 Single Actuarial Memorandum.pdf

### Review Status:

**Satisfied -Name:** Cover Letter and Statement of Variability 03/28/2008

#### Comments:

#### Attachments:

Statement of Variability.pdf  
 AR GMWB 2008 Cover Letter.pdf

### Review Status:

**Satisfied -Name:** Redlined Copies of Form Changes 03/28/2008

#### Comments:

<i>SERFF Tracking Number:</i>	<i>AEMN-125561512</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>RiverSource Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38563</i>
<i>Company Tracking Number:</i>	<i>273959SG2AR</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Select Variable Annuities</i>		
<i>Project Name/Number:</i>	<i>SecureSource 2/273959SG2</i>		

**Attachments:**

273959-JT2 Redlined Comparision to 273959-JT.pdf  
273959-SG2 Redlined Comparision to 273959-SG.pdf  
DP273959-JT2 Redlined Comparison to DP273959-JT.pdf  
DP273959-SG2 Redlined Comparison to DP273959-SG.pdf



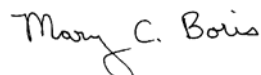


**STATE OF ARKANSAS**  
**VARIABLE ANNUITY**  
**CERTIFICATION OF COMPLIANCE**

<b>Form</b>	<b>Description</b>
<b>273959-SG2</b>	<b>Guaranteed Minimum Withdrawal Benefit Rider -Single Life</b>
<b>DP273959-SG2</b>	<b>Data Page Insert Paragraph</b>
<b>273959-JT2</b>	<b>Guaranteed Minimum Withdrawal Benefit Rider -Joint Life</b>
<b>DP273959-JT2</b>	<b>Data Page Insert Paragraph</b>

We certify that the above form(s) being submitted meet the provisions of Rules 6 and 19 of the Arkansas Insurance Department Rules and Regulations as well as all applicable requirements of the Department.

I, Mary C. Boris, Assistant Secretary of RiverSource Life Insurance Company, further certify that I am familiar with the applicable laws, rules and regulations of the State of Arkansas, and that to the best of my knowledge, information and belief, all forms submitted with this letter are in compliance in all respects with the provisions of the Insurance Laws, Rules and Regulations of the State of Arkansas.



RiverSource Life Insurance Company  
Mary C. Boris, Assistant Secretary

Date: March 28, 2008

## **LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

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Residents of this state who purchase life insurance, annuities or accident and health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

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### **DISCLAIMER**

**The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Arkansas. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.**

**Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or a variable annuity contract.**

**Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

**The Arkansas Life and Health Insurance Guaranty Association  
C/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201**

**Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904**

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The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights and obligations of the Guaranty Association.

## COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

*However, persons holding such policies are NOT protected by the Guaranty Association if:*

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

*The Association also does NOT provide coverage for:*

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 — no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values — again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

Annuity Contract Number \_\_\_\_\_

Annuity Owner \_\_\_\_\_

## Questions Regarding Your Annuity?

If you have questions regarding your annuity, you may contact the following:

RiverSource Life Insurance Company  
829 Ameriprise Financial Center  
Minneapolis, MN 55474

Telephone: 1-800-333-3437

Agent Name: \_\_\_\_\_

Agent Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

If we at RiverSource Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904

Telephone: 1-800-852-5494

### IMPORTANT NOTICE FOR AGENT:

The State of Arkansas requires that you provide your name, address, and telephone number in the space provided above and give this notice to the contract owner with the contract.

# **RiverSource Life Insurance Company**

## **Actuarial Memorandum**

### **Guaranteed Minimum Withdrawal Benefit Rider – Joint Life for a Flexible Purchase Payment Deferred Variable Annuity Rider forms 273959-JT2 with DP273959-JT2**

**Description:** This rider is a guaranteed minimum withdrawal benefit to be offered with a flexible purchase payment deferred variable annuity. The contract provides a minimum guarantee that allows the client to take withdrawals until the termination of the rider, or for the longer of the death of the covered spouses or the recovery of the principal. This rider is available at contract issue and may be added to inforce contracts as allowed by RiverSource Life. This rider may be combined with any death benefit riders currently available but can not be purchased concurrently with any other living benefit riders.

The goals of this benefit are two-fold. First, this benefit allows the client to invest in the market through a variable annuity, while providing a guarantee that they will receive at least their principal amount back, and more if they and/or their spouse live longer, provided they do not exceed the withdrawal limitations and the rider does not terminate. Second, this benefit allows the client to participate in market increases by locking in a higher benefit amount.

RiverSource Life reserves the right to restrict cumulative additional purchase payments.

**Benefit Description:** This rider guarantees:

- The client may take withdrawals each contract year up to the Remaining Benefit Payment (RBP) until the earlier of the termination of the rider or the Remaining Benefit Amount (RBA) has been depleted; or
- After both covered spouses reach the ALP Attained Age, the client may take withdrawals each contract year up to the Remaining Annual Lifetime Payment (RALP) until the termination of the rider, or until the death of both covered spouses or until the RBA has been depleted.

If the client chooses to withdraw an amount greater than the RBP, the GBA, RBA, GBP, and ELB may be reduced in accordance with the

excess withdrawal processing. If the client chooses to withdraw an amount greater than the RALP, the ALP may be reduced in accordance with the excess withdrawal processing. Benefit resets due to asset allocation model changes may also decrease the guarantee.

As long as a withdrawal does not exceed the greater of the RBP and the RALP, a withdrawal charge will not be assessed. If the client chooses to withdraw a greater amount, the amount in excess will be assessed any applicable withdrawal charges, and the guarantee may be reduced in accordance with the excess withdrawal processing.

The total Guaranteed Benefit Amount (GBA) is equal to the initial purchase payment plus any purchase payment credits (if applicable). This value is adjusted for subsequent purchase payments, purchase payment credits, withdrawals in excess of the RBP, benefit resets due to asset allocation model changes, and Annual Step-ups. The GBP is equal to a percentage of the GBA. This percentage will be between 3% and 15% and will be fixed for the duration of a contract once it is issued. The RBA is the total guaranteed amount available for future withdrawals. After the Waiting Period, the RBP is the amount of GBP available for withdrawal for the remainder of the current contract year. During the Waiting Period, the effect of Annual Step-ups are not reflected in the RBP.

The Enhanced Lifetime Base (ELB) is established on the ELB date and may provide a one-time increase in the ALP. If no withdrawals are taken before the ELB date, the ELB is the sum of all purchase payments up to the ELB date plus a Rider Credit Percentage multiplied by purchase payments in the first 180 days. This value is adjusted for purchase payments, withdrawals, and benefit resets due to asset allocation model changes between the ELB date and when the ALP is established. After any adjustment to the ALP on the later of the ELB date and when the ALP is established, the ELB is set to zero and will always be zero.

The ELB date and the Rider Credit Percentage are set at the time the contract is issued and will not change for a given contract. The ELB date can be any date between the first and fifteenth contract anniversary. The Rider Credit Percentage can be any percentage between 0% and 50%.

There is a maximum GBA, RBA, and ELB set at the time the contract is issued. This maximum will not change for a given contract. The maximum will be between \$1,000,000 and \$10,000,000.

The covered spouses are the persons whose lives are used to determine when the ALP is established and the duration of the ALP payments. The covered spouses are the owner and the legally married spouse of the owner. For non-natural owners, the covered spouses are the annuitant and the legally married spouse of the annuitant.

The ALP is established on the rider effective date, or the anniversary following the date the youngest covered spouse reaches the ALP Attained Age, if later. If a covered spouse dies or the spouses are no longer married before the ALP is established, the ALP will be based on the remaining spouse reaching the ALP Attained Age. Prior to this date the ALP is equal to zero. If the ALP is established before the ELB date, it is set equal to a percentage of the RBA on that date; then on the ELB date, the ALP is reset to the greater of its current value and a percentage (same percentage used to establish the ALP) of the ELB. If the ALP is established on/after the ELB date, then it is set equal to a percentage of the greater of RBA and ELB on that date. This percentage will be between 3% and 15% and will be fixed for the duration of a contract once it is issued. Once established, the ALP is adjusted for subsequent purchase payments, purchase payment credits, withdrawals in excess of the RALP, benefit resets due to asset allocation model changes, and Annual Step-ups. After the Waiting Period the RALP is the amount of ALP available for withdrawal for the remainder of the current contract year. During the Waiting Period, the effect of Annual Step-ups are not reflected in the RALP.

There is a maximum ALP set at the time the contract is issued. This maximum will not change for a given contract. The maximum will be between \$30,000 and \$1,500,000.

The ALP Attained Age is set at the time the contract is issued. This age will not change for a given contract. The ALP Attained Age will be between 50 and 80.

An Annual Step-Up is available that may increase the RBA and GBA to the contract value on the Step-up Date and/or the ALP to a percentage of the contract value on the Step-up Date. This percentage will be the same percentage used to establish the ALP. The Annual Step-up will occur automatically on the rider anniversary provided the rider charge would not increase as a result of the Annual Step-Up. If the Annual Step-up is not done automatically because it would result in an increase in the rider charge, the client has the option to elect the Annual Step-up, and resulting charge increase, within 30 days following that rider anniversary.



The rider has a Waiting Period during which the availability and function of the Annual Step-up is limited (as described below and as was described above for the RBP and RALP). The Waiting Period starts on the rider effective date. The duration of the Waiting Period will be between zero and ten years and will be fixed for the duration of a contract once it is issued.

The Annual Step-Up is available subject to the following rules:

- if no withdrawals are taken during the Waiting Period, the Annual Step-up is available annually beginning with the first rider anniversary;
- if any withdrawals are taken during the Waiting Period, the Annual Step-Up will not be available until after the Waiting Period; and
- if step-up occurs during the Waiting Period but then a withdrawal is taken during the Waiting Period, any prior step-ups will be reversed.

Withdrawals can be taken after the Waiting Period without reversal of previous step-ups.

An additional fixed annuity payout option is available under this rider. Under this option, the amount payable each year will be equal to the remaining schedule of GBPs but the total amount paid over the life of the annuity will not exceed the total RBA at the time of settlement.

If the contract value falls to zero due to the deduction of fees or charges:

- the client has the choice of being paid according to the annuity payout option above, or receiving the ALP each year until the later of death of both covered spouses or the RBA is depleted. RiverSource Life will no longer accept additional purchase payments and no more charges will be collected for the rider.

If the contract value falls to zero due to a withdrawal:

- If the withdrawal is less than or equal to the RBP and the RALP, the client has the choice of being paid according to the annuity payout option above, or receiving the ALP each year until the later of death of both covered spouses or the RBA is depleted. RiverSource Life will no longer accept additional purchase payments and no more charges will be collected for the rider.
- If the withdrawal is greater than the RBP but less than or equal to the RALP, the client will receive the ALP each year until the later of death of both covered spouses or the RBA is depleted.

RiverSource Life will no longer accept additional purchase payments and no more charges will be collected for the rider.

- If the withdrawal is greater than the RALP but less than or equal to the RBP, the client will be paid according to the annuity payout option above. RiverSource Life will no longer accept additional purchase payments and no more charges will be collected for the rider.
- If the contract value falls to zero because of a withdrawal that is greater than the RBP and the RALP, the rider will terminate without paying a benefit.
- If the contract value falls to zero because of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero, the rider will terminate without paying a benefit.

The covered spouses must be 80 or younger on the issue date. Once elected, this rider can not be terminated except for the following: (1) continuation of the contract after the death benefit becomes payable by anyone other than a covered spouse, (2) when annuity payments begin, and (3) termination of the base contract. This prevents a client from selecting against RiverSource Life. The annual charge was calculated based on this and would need to be much higher if it could be cancelled. RiverSource Life would provide the withdrawal guarantee as contract values decrease but potentially would not receive the annual charge as values increase and clients cancel.

Asset  
Allocation  
Program:

RiverSource Life requires participation in an asset allocation program with specific investment allocations to asset allocation models. These asset allocation models contain certain variable subaccounts and may include the One-Year Fixed Account, the DCA Fixed Account, and/or GPAs. We offer asset allocation models ranging from conservative to aggressive categories and each asset allocation model may have a different rider charge.

Prior to the first withdrawal, and following a benefit reset due to model changes (described below) and prior to a subsequent withdrawal, the client can invest in any model available. When a withdrawal is made, the contract value will be reallocated to the Target Model if the client is invested in a more aggressive asset allocation model. Following a withdrawal, a benefit reset will occur if the client requests to change to a more aggressive model than the Target Model.

The Target Model can be any model that we offer. It is set at the time the contract is issued. After issue, RiverSource Life can change the Target Model to a more aggressive model with 30 days notice to the

client.

The rider limits the number of elective asset allocation model changes per contract year. The limit will be between one and five and will be fixed for a given contract at issue.

Any changes to our Asset Allocation program will be provided through the prospectus or mailings to the client.

**Charges:** An annual charge in the range of 0.10% - 3.00% of the greater of the total contract value or RBA is applied on each contract anniversary if this rider is elected. The initial charge will not change unless a Step-up has been elected or the client elects to change their asset allocation model when the price for the rider has increased. The fee is prorated among the subaccounts, the One-Year Fixed Account, the GPAs, and the DCA fixed account (when included) in the same proportion the value in each account bears to the contract value. Upon termination of the contract or rider for any reason or when annuity payouts begin, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place.

If the annual step-up is elected, the rider charge may change. The rider charge may also vary with the asset allocation model and may change if a new model is elected. The new charge will be the one in effect on the date of election of the step-up or asset allocation model change. We reserve the right to increase this charge up to a maximum of 3.00% for newly issued riders, upon elected step-ups, or upon elected model changes.

If the rider charge changes during the contract year, an average rider charge will be calculated for that year which reflects the various charges and the number of days each charge was in effect.

The charge was developed by stochastically projecting the benefit into the future using numerous random scenarios. The scenarios were generated using the risk free growth rate and market implied volatilities. Assumptions were made regarding expected asset allocation model choices. The present value of the guaranteed benefits at the risk free rate was calculated for each scenario. The price charged for the benefit was determined to be the price needed to cover the guaranteed benefits provided and cost of capital under the mean of the scenarios.

Valuation  
Methodology:

The GMWB reserve will be calculated according to Actuarial Guideline XXXIX. Aggregate reserves for contracts with the GMWB will equal the sum of:

- reserves for the variable annuity contract that do not recognize the GMWB, and
- the GMWB reserve, initially determined as the sum of the charges for the GMWB from the date of issue to the valuation date for GMWB benefits in force. At each subsequent quarter, the GMWB reserve will be the sum GMWB charges earned during the quarter and 97.5% of the prior quarter's reserve.

The GMWB reserve is subject to asset adequacy analysis. If this analysis shows there is a reserve shortfall, the GMWB reserve will be increased. The asset adequacy analysis will reflect all GMWB benefits and expenses, the GMWB charges, and the assets supporting the GMWB reserves. The analysis will be conducted on an aggregate basis for all contracts with a GMWB.

If reserve requirements change in the future, the valuation methodology will be changed to be in compliance with the new requirements.



3/26/08  
Date

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Valuation Methodology certified by John Weum, FSA, MAAA



3/26/08  
Date

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Product Description certified by Tamara L. Pollock, FSA, MAAA

# **RiverSource Life Insurance Company**

## **Actuarial Memorandum**

### **Guaranteed Minimum Withdrawal Benefit Rider – Single Life for a Flexible Purchase Payment Deferred Variable Annuity Rider forms 273959-SG2 with DP273959-SG2**

**Description:** This rider is a guaranteed minimum withdrawal benefit to be offered with a flexible purchase payment deferred variable annuity. The contract provides a minimum guarantee that allows the client to take withdrawals until the termination of the rider, or for the longer of their lifetime or the recovery of the principal. This rider is available at contract issue and may be added to inforce contracts as allowed by RiverSource Life. This rider may be combined with any death benefit riders currently available but can not be purchased concurrently with any other living benefit riders.

The goals of this benefit are two-fold. First, this benefit allows the client to invest in the market through a variable annuity, while providing a guarantee that they will receive at least their principal amount back, and more if they live longer, provided they do not exceed the withdrawal limitations and the rider does not terminate. Second, this benefit allows the client to participate in market increases by locking in a higher benefit amount.

RiverSource Life reserves the right to restrict cumulative additional purchase payments.

**Benefit Description:** This rider guarantees:

- The client may take withdrawals each contract year up to the Remaining Benefit Payment (RBP) until the earlier of the termination of the rider or the Remaining Benefit Amount (RBA) has been depleted; or
- After the covered person reaches the ALP Attained Age, the client may take withdrawals each contract year up to the Remaining Annual Lifetime Payment (RALP) until the termination of the rider, or for the longer of their lifetime or the RBA has been depleted.

If the client chooses to withdraw an amount greater than the RBP, the GBA, RBA, GBP, and ELB may be reduced in accordance with the

excess withdrawal processing. If the client chooses to withdraw an amount greater than the RALP, the ALP may be reduced in accordance with the excess withdrawal processing. Benefit resets due to asset allocation model changes may also decrease the guarantee.

As long as a withdrawal does not exceed the greater of the RBP and the RALP, a withdrawal charge will not be assessed. If the client chooses to withdraw a greater amount, the amount in excess will be assessed any applicable withdrawal charges, and the guarantee may be reduced in accordance with the excess withdrawal processing.

The total Guaranteed Benefit Amount (GBA) is equal to the initial purchase payment plus any purchase payment credits (if applicable). This value is adjusted for subsequent purchase payments, purchase payment credits, withdrawals in excess of the RBP, benefit resets due to asset allocation model changes, and Annual Step-ups. The GBP is equal to a percentage of the GBA. This percentage will be between 3% and 15% and will be fixed for the duration of a contract once it is issued. The RBA is the total guaranteed amount available for future withdrawals. After the Waiting Period, the RBP is the amount of GBP available for withdrawal for the remainder of the current contract year. During the Waiting Period, the effect of Annual Step-ups are not reflected in the RBP.

The Enhanced Lifetime Base (ELB) is established on the ELB date and may provide a one-time increase in the ALP. If no withdrawals are taken before the ELB date, the ELB is the sum of all purchase payments up to the ELB date plus a Rider Credit Percentage multiplied by purchase payments in the first 180 days. This value is adjusted for purchase payments, withdrawals, and benefit resets due to asset allocation model changes between the ELB date and when the ALP is established. Any ownership changes or spousal continuations will establish or reset the ELB as zero and will always be zero. After any adjustment to the ALP on the later of the ELB date and when the ALP is established, the ELB is set to zero and will always be zero.

The ELB date and the Rider Credit Percentage are set at the time the contract is issued and will not change for a given contract. The ELB date can be any date between the first and fifteenth contract anniversary. The Rider Credit Percentage can be any percentage between 0% and 50%.

There is a maximum GBA, RBA, and ELB set at the time the contract is issued. This maximum will not change for a given contract. The

maximum will be between \$1,000,000 and \$10,000,000.

The covered person is the person whose life is used to determine when the ALP is established and the duration of the ALP payments.

The ALP is established on the rider effective date, or the anniversary following the date the covered person reaches the ALP Attained Age, if later. Prior to this date the ALP is equal to zero. If the ALP is established before the ELB date, it is set equal to a percentage of the RBA on that date; then on the ELB date, the ALP is reset to the greater of its current value and a percentage (same percentage used to establish the ALP) of the ELB. If the ALP is established on/after the ELB date, then it is set equal to a percentage of the greater of RBA and ELB on that date. This percentage will be between 3% and 15% and will be fixed for the duration of a contract once it is issued. Once established, the ALP is adjusted for subsequent purchase payments, purchase payment credits, withdrawals in excess of the RALP, benefit resets due to asset allocation model changes, spousal continuation or change of ownership, and Annual Step-ups. After the Waiting Period the RALP is the amount of ALP available for withdrawal for the remainder of the current contract year. During the Waiting Period, the effect of Annual Step-ups are not reflected in the RALP.

There is a maximum ALP set at the time the contract is issued. This maximum will not change for a given contract. The maximum will be between \$30,000 and \$1,500,000.

The ALP Attained Age is set at the time the contract is issued. This age will not change for a given contract. The ALP Attained Age will be between 50 and 80.

An Annual Step-Up is available that may increase the RBA and GBA to the contract value on the Step-up Date and/or the ALP to a percentage of the contract value on the Step-up Date. This percentage will be the same percentage used to establish the ALP. The Annual Step-up will occur automatically on the rider anniversary provided the rider charge would not increase as a result of the Annual Step-Up. If the Annual Step-up is not done automatically because it would result in an increase in the rider charge, the client has the option to elect the Annual Step-up, and resulting charge increase, within 30 days following that rider anniversary.

The rider has a Waiting Period during which the availability and function of the Annual Step-up is limited (as described below and as was described above for the RBP and RALP). The Waiting Period



starts on the rider effective date. The duration of the Waiting Period will be between zero and ten years and will be fixed for the duration of a contract once it is issued.

The Annual Step-Up is available subject to the following rules:

- if no withdrawals are taken during the Waiting Period, the Annual Step-up is available annually beginning with the first rider anniversary;
- if any withdrawals are taken during the Waiting Period, the Annual Step-Up will not be available until after the Waiting Period; and
- if step-up occurs during the Waiting Period but then a withdrawal is taken during the Waiting Period, any prior step-ups will be reversed.

Withdrawals can be taken after the Waiting Period without reversal of previous step-ups.

An additional fixed annuity payout option is available under this rider. Under this option, the amount payable each year will be equal to the remaining schedule of GBPs but the total amount paid over the life of the annuity will not exceed the total RBA at the time of settlement.

If the contract value falls to zero due to the deduction of fees or charges:

- the client has the choice of being paid according to the annuity payout option above, or receiving the ALP each year until the later of death of the covered person or the RBA is depleted. RiverSource Life will no longer accept additional purchase payments and no more charges will be collected for the rider.

If the contract value falls to zero due to a withdrawal:

- If the withdrawal is less than or equal to the RBP and the RALP, the client has the choice of being paid according to the annuity payout option above, or receiving the ALP each year until the later of death of the covered person or the RBA is depleted. RiverSource Life will no longer accept additional purchase payments and no more charges will be collected for the rider.
- If the withdrawal is greater than the RBP but less than or equal to the RALP, the client will receive the ALP each year until the later of death of the covered person or the RBA is depleted. RiverSource Life will no longer accept additional purchase payments and no more charges will be collected for the rider.
- If the withdrawal is greater than the RALP but less than or equal to the RBP, the client will be paid according to the

annuity payout option above. RiverSource Life will no longer accept additional purchase payments and no more charges will be collected for the rider.

- If the contract value falls to zero because of a withdrawal that is greater than the RBP and the RALP, the rider will terminate without paying a benefit.
- If the contract value falls to zero because of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero, the rider will terminate without paying a benefit.

The covered person must be 80 or younger on the issue date. Once elected, this rider can not be terminated except for the following: (1) continuation of the contract after the death benefit becomes payable by anyone other than the owner's spouse, (2) when annuity payments begin, and (3) termination of the base contract. This prevents a client from selecting against RiverSource Life. The annual charge was calculated based on this and would need to be much higher if it could be cancelled. RiverSource Life would provide the withdrawal guarantee as contract values decrease but potentially would not receive the annual charge as values increase and clients cancel.

#### Asset Allocation Program:

RiverSource Life requires participation in an asset allocation program with specific investment allocations to asset allocation models. These asset allocation models contain certain variable subaccounts and may include the One-Year Fixed Account, the DCA Fixed Account, and/or GPAs. We offer asset allocation models ranging from conservative to aggressive categories and each asset allocation model may have a different rider charge.

Prior to the first withdrawal, and following a benefit reset due to model changes (described below) and prior to a subsequent withdrawal, the client can invest in any model available. When a withdrawal is made, the contract value will be reallocated to the Target Model if the client is invested in a more aggressive asset allocation model. Following a withdrawal, a benefit reset will occur if the client requests to change to a more aggressive model than the Target Model.

The Target Model can be any model that we offer. It is set at the time the contract is issued. After issue, RiverSource Life can change the Target Model to a more aggressive model with 30 days notice to the client.

The rider limits the number of elective asset allocation model changes per contract year. The limit will be between one and five and will be

fixed for a given contract at issue.

Any changes to our Asset Allocation program will be provided through the prospectus or mailings to the client.

**Charges:** An annual charge in the range of 0.10% - 3.00% of the greater of the total contract value or RBA is applied on each contract anniversary if this rider is elected. The initial charge will not change unless a Step-up has been elected or the client elects to change their asset allocation model when the price for the rider has increased. The fee is prorated among the subaccounts, the One-Year Fixed Account, the GPAs, and the DCA fixed account (when included) in the same proportion the value in each account bears to the contract value. Upon termination of the contract or rider for any reason or when annuity payouts begin, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place.

If the annual step-up is elected, the rider charge may change. The rider charge may also vary with the asset allocation model and may change if a new model is elected. The new charge will be the one in effect on the date of election of the step-up or asset allocation model change. We reserve the right to increase this charge up to a maximum of 3.00% for newly issued riders, upon elected step-ups, or upon elected asset allocation model changes.

If the rider charge changes during the contract year, an average rider charge will be calculated for that year which reflects the various charges and the number of days each charge was in effect.

The charge was developed by stochastically projecting the benefit into the future using numerous random scenarios. The scenarios were generated using the risk free growth rate and market implied volatilities. Assumptions were made regarding expected asset allocation model choices. The present value of the guaranteed benefits at the risk free rate was calculated for each scenario. The price charged for the benefit was determined to be the price needed to cover the guaranteed benefits provided and cost of capital under the mean of the scenarios.

Valuation  
Methodology:

The GMWB reserve will be calculated according to Actuarial Guideline XXXIX. Aggregate reserves for contracts with the GMWB will equal the sum of:

- reserves for the variable annuity contract that do not recognize the GMWB, and
- the GMWB reserve, initially determined as the sum of the charges for the GMWB from the date of issue to the valuation date for GMWB benefits in force. At each subsequent quarter, the GMWB reserve will be the sum GMWB charges earned during the quarter and 97.5% of the prior quarter's reserve.

The GMWB reserve is subject to asset adequacy analysis. If this analysis shows there is a reserve shortfall, the GMWB reserve will be increased. The asset adequacy analysis will reflect all GMWB benefits and expenses, the GMWB charges, and the assets supporting the GMWB reserves. The analysis will be conducted on an aggregate basis for all contracts with a GMWB.

If reserve requirements change in the future, the valuation methodology will be changed to be in compliance with the new requirements.



3/26/08  
Date

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Valuation Methodology certified by John Weum, FSA, MAAA



3/26/08  
Date

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Product Description certified by Tamara L. Pollock, FSA, MAAA

**RiverSource Life Insurance Company**  
**Statement of Variability**  
**March 28, 2008**

Rider Forms	273959-SG2, 273959-JT2
Specification Page Paragraph Insert Forms	DP273959-SG2, DP273959-JT2

Brackets have been placed around various items in the forms in order to indicate that they are variable and subject to change by us as explained below. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will always meet or exceed the requirements of the laws of your state.

Rider Forms: The rider marketing name is bracketed to indicate that the name may change. The officer signature is bracketed to indicate that the name may change. The bottom right corners are bracketed for use for internal administrative information.

Specification Page Forms: One of these will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The rider marketing name is bracketed to indicate that the name may change. 'John Doe' customer information is also bracketed.

	<b>Anticipated value</b>	<b>Range of possible values</b>
Initial Annual Rider Charge-Single Life	.75	.10%-3.0%
Initial Annual Rider Charge-Joint Life	.95	.10%-3.0%
Maximum Annual Rider Charge-Single Life	1.5%	.10%-3.0%
Maximum Annual Rider Charge-Joint Life	1.75%	.10%-3.0%
Maximum RBA, GBA and ELB	\$5,000,000	\$1,000,000 - \$10,000,000
Maximum ALP	\$300,000	\$30,000 - \$1,500,000
GBP Percentage	7%	3%-15%
ALP Percentage	6%	3%-15%
Rider Credit Percentage	20%	0% to 50%
ELB Date	Third Rider Anniversary	Any date between first and 15th Rider Anniversary
Waiting Period	0 years	0 – 10 years
ALP Attained Age	65	50 – 80
Target Model	Moderate	Any available model that the company offers. Models range from conservative to aggressive.
Number of Model Changes Allowed Per Contract Year	2	1-3

The "Allocation Restrictions/Limitations" paragraph is bracketed to indicate that if the restriction does not apply, this paragraph will not appear on the specification page form.

**RiverSource Life Insurance Company**

9507 Ameriprise Financial Center  
Minneapolis, Minnesota 55474



NAIC Co. # 65005, Group # 004

March 28, 2008

Julie Benafield Bowman  
Insurance Commissioner  
Compliance - Life & Health  
Department of Insurance  
1200 W. Third Street  
Little Rock, AR 72201-1904

**Subject: Variable Annuity Submission (Individual)**

Form	Description
273959-SG2	Guaranteed Minimum Withdrawal Benefit Rider -Single Life
DP273959-SG2	Data Page Insert Paragraph
273959-JT2	Guaranteed Minimum Withdrawal Benefit Rider -Joint Life
DP273959-JT2	Data Page Insert Paragraph

Note that effective December 31, 2006, IDS Life Insurance Company merged with American Enterprise Life Insurance Company and concurrently changed its name to RiverSource Life Insurance Company.

We wish to submit the above forms for approval by your Department. We filed these forms March 28, 2008 with our domicile state of Minnesota. No part of this filing contains any unusual or controversial items from normal company or industry standards. The forms are designed for use with variable annuity forms that are exempt from State and NAIC Model Readability Acts. We intend to begin to use these forms in May 2008, subject to state approval and SEC amended registration effective dates. The forms will **replace** existing approved forms as shown below.

New Form #s	Replaced Form #	State Status	State Date	State File Number
273959-SG2	273959-SG	Approved	1/10/2007	34728
DP273959-SG2	DP273959-SG	Approved	1/10/2007	34728
273959-JT2	273959-JT	Approved	1/10/2007	34728
DP273959-JT2	DP273959-JT	Approved	1/10/2007	34728

The revised Single and Joint Guaranteed Minimum Withdrawal Benefit Riders are similar to the current riders being replaced. They are revised to include an Enhanced Lifetime Base (ELB) that may provide an increase in the Annual Lifetime Payment (ALP), under certain situations and limitations. Refer to the submitted actuarial memorandums for rider detail. Included with this filing are marked up copies showing revisions from the previously approved riders and data page insert paragraphs.

Rider forms 273959-SG2 and 273959-JT2 will be used for new issues of the below approved variable annuity contract form with application forms approved by your Department as shown below. We may offer the riders to existing contract holders at some point in the future.

Form	Form #	State Status	State Date	State File Number
Contract	273954	Approved	1/25/2006	31713
Application	273956	Approved	1/25/2006	31713
Application	273957	Approved	1/25/2006	31713

The riders will initially be available up to issue age 80. This maximum rider issue age may change based on market conditions and experience. (The associated variable annuity contracts are sold through different distributors in the bank and broker-dealer markets on nonqualified, IRA, TSA and 401 plan bases with issue ages from 0 to 85.).

To the best of our knowledge, these forms comply with the laws of the State of Arkansas.

Thank you for your consideration of this filing. Please feel free to call or send me an e-mail if there is any assistance I can provide to facilitate your review.

Sincerely,



Mary C. Boris, CLU, FLMI, AIRC H22/9550  
Senior Contract Analyst

Phone 612-671-1018  
Fax 612-671-3866  
Toll Free 800-297-6663 (when prompted say "client", then when prompted press "0", then when prompted press extension 11018)  
e-mail [Mary.Boris@ampf.com](mailto:Mary.Boris@ampf.com)

# Guaranteed Minimum Withdrawal Benefit Rider

## Joint Life

**[“Marketing Name”]**  
**[SecureSource<sup>SM</sup> Rider]**

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract. **This rider cannot be terminated either by you or us prior to the Annuity Commencement Date except as provided in the Termination of the Rider provision.**

This rider requires participation in our asset allocation program. Your Initial Asset Allocation Model is shown under Contract Data. Limitations may be imposed on the asset allocation models available for selection as described below.

The additional charge for this rider is described below.

## Definitions

### Contract Date, Contract Anniversary, Rider Anniversary

Your contract date is shown under Contract Data. It is the date from which contract anniversaries, contract years, and contract months are determined. Your contract anniversary is the same day and month as the contract date each year that the contract remains in force. Your rider anniversary is the same as your contract anniversary unless the rider is issued after the contract date. It is the same day and month as the rider effective date each year that the rider remains in force.

### Rider Effective Date

This rider is effective as of the contract date of this contract unless otherwise provided.

### Waiting Period

The Waiting Period, as shown under Contract Data, is the number of years, starting on the rider effective date, that your ability to utilize both Step-ups and withdrawals is limited. During the Waiting Period, Step-ups are not available if a withdrawal is taken. The end of the Waiting Period is the day prior to the anniversary.

### Withdrawal

A withdrawal is the amount by which your contract value is reduced as a result of your withdrawal request. It may differ from the amount of your request due to any withdrawal charge and any market value adjustment.

### Guaranteed Benefit Amount (GBA)

The Guaranteed Benefit Amount (GBA) is equal to the total cumulative withdrawals guaranteed by this rider. The GBA cannot be withdrawn and is not payable as a death benefit. The GBA is used to calculate the Guaranteed Benefit Payment.

### Remaining Benefit Amount (RBA)

As you make withdrawals, they reduce the amount of GBA that is guaranteed by this rider as future withdrawals. At any point in time, the Remaining Benefit Amount (RBA) equals the amount of GBA that remains.

### Guaranteed Benefit Payment (GBP)

At any time, the Guaranteed Benefit Payment (GBP) is the amount that the rider guarantees will be available for withdrawal each contract year after the Waiting Period, until the earlier of the termination of the rider or the RBA is reduced to zero. During the Waiting Period, the annual withdrawal amount guaranteed by the rider may be less than the GBP due to the limitations the Waiting Period imposes on your ability to utilize both Step-ups and withdrawals. The annual withdrawal amount guaranteed by the rider during the Waiting Period is equal to the Remaining Benefit Payment at the beginning of the contract year as described below.

### Remaining Benefit Payment (RBP)

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. At any point in time, the Remaining Benefit Payment (RBP) equals the amount that the rider guarantees will be available for withdrawal during the remainder of the current contract year. During the Waiting Period, when the amount that the rider guarantees to be available for withdrawal may be less than the GBP, the RBP will be the amount that is actually guaranteed. Withdrawing more than the RBP will subject the RBA and GBA to the excess withdrawal processing described later in this rider. When determining if a withdrawal will result in the application of the RBA and GBA excess withdrawal processing, we use the RBP amount on the date of (but prior to) the current withdrawal.

### Covered Spouses

The Covered Spouses are established on the rider effective date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under



Contract Data for as long as the marriage is valid and in effect. If the owner is a non-natural person (e.g., a trust), the Covered Spouses are the annuitant and the legally married spouse of the annuitant.

#### **Annual Lifetime Payment Attained Age (ALPAA)**

The Annual Lifetime Payment Attained Age (ALPAA), as shown under Contract Data, is the age of the younger Covered Spouse at which the lifetime benefit is established.

#### **Annual Lifetime Payment (ALP)**

The Annual Lifetime Payment (ALP), after established as described below, is the amount that the rider guarantees will be available for withdrawal each contract year after the Waiting Period, until the death of both Covered Spouses (see Death Benefit Before Annuitization) or termination of the rider, without the possibility of reducing the guarantee provided by this rider. During the Waiting Period, the annual withdrawal amount guaranteed by the rider may be less than the ALP due to the limitations the Waiting Period imposes on your ability to utilize both Step-ups and withdrawals. The annual withdrawal amount guaranteed by the rider during the Waiting Period is equal to the Remaining Annual Lifetime Payment at the beginning of the contract year as described below.

#### **Enhanced Lifetime Base (ELB)**

The Enhanced Lifetime Base is used in the calculation of the ALP on the later of the ELB Date

or the establishment of the ALP. The ELB cannot be withdrawn or annuitized.

#### **Remaining Annual Lifetime Payment (RALP)**

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. At any point in time after the establishment of the ALP, the Remaining Annual Lifetime Payment (RALP) equals the amount that the rider guarantees will be available for withdrawal during the remainder of the current contract year. During the Waiting Period, when the amount that the rider guarantees to be available for withdrawal may be less than the ALP, the RALP will be the amount that is actually guaranteed. Withdrawing more than the RALP will subject the ALP to the excess withdrawal processing described later in this rider. When determining if a withdrawal will result in the application of the ALP excess withdrawal processing, we use the RALP amount on the date of (but prior to) the current withdrawal.

#### **Step-Up Date**

The rider anniversary date if the Annual Step-up is processed automatically (see "Annual Step-up" below). If not, the valuation date we receive your written request to Step-up if we receive your request before the close of business on that day, otherwise the next valuation date.

## **Guaranteed Minimum Withdrawal Benefit**

The Guaranteed Minimum Withdrawal Benefit guarantees that regardless of investment performance you may take withdrawals each contract year until the earlier of:

- i) termination of the rider or
- ii) the later of: 1) the death of both Covered Spouses or 2) the RBA is depleted.

Before the establishment of the ALP, the annual withdrawal amount guaranteed by the rider is equal to the RBP from the beginning of the contract year.

After the establishment of the ALP, the rider guarantees that you have the option each contract year to cumulatively withdraw an amount up to the RALP or the RBP from the beginning of the contract year, but the rider does not guarantee withdrawal of both the RALP and the RBP in a contract year.

After the establishment of the ALP, if you withdraw an amount larger than the RALP, the ALP may be reduced in accordance with the excess withdrawal

processing as described below (see ALP - When a withdrawal is made).

At any time, as long as your withdrawal does not exceed the greater of the RBP or the RALP, you will not be assessed a withdrawal charge. If you withdraw an amount larger than the greater of the RBP or the RALP, the amount in excess of the greater of the RBP or the RALP will be assessed any applicable withdrawal charges, and the GBA, RBA and ALP may be reduced in accordance with the excess withdrawal processing as described below. (See GBA and RBA - When a withdrawal is made. Also, see ALP - When a withdrawal is made.) At any time you may withdraw any amount up to your entire withdrawal value, subject to the excess withdrawal processing under the rider.

Certain values used to compute amounts available for withdrawal under the terms of this rider can be increased if your contract value has increased at the specified intervals (see Annual Step-Up). We may

modify the charge for this rider if you elect the Annual Step-up (see Annual Rider Charge). If you take withdrawals during the Waiting Period, any previously applied Annual Step-ups will be reversed and the Annual Step-up will not be available until the rider anniversary following the Waiting Period. You may take withdrawals after the end of the Waiting Period without reversal of previously applied Annual Step-ups.

If no withdrawals are taken prior to the ELB Date shown under Contract Data, the lifetime benefit may be increased (if already established) or the ELB may increase the lifetime benefit (when established). See the Enhanced Lifetime Base (ELB) and Annual Lifetime Payment (ALP) provisions for conditions and limitations.

## **Guaranteed Benefit Amount (GBA) and Remaining Benefit Amount (RBA)**

Your GBA and RBA are determined at the following times and are subject to a maximum amount as shown under Contract Data:

### **1. At Rider Effective Date**

If the rider is effective on the contract date, the GBA and RBA are set equal to the initial purchase payment plus any purchase payment credit (if applicable).

If the rider is effective on a contract anniversary date, the GBA and RBA are set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider if we receive your request before the close of business on that day, otherwise the contract value on the next valuation date.

### **2. When a subsequent purchase payment is made**

Each additional purchase payment will have its own GBA and RBA established equal to the amount of the purchase payment plus any purchase payment credit. Upon each subsequent purchase payment:

- (A) the total RBA is recalculated to equal the sum of the individual RBAs immediately prior to the receipt of the additional purchase payment, plus the RBA associated with the additional purchase payment.
- (B) the total GBA is recalculated to equal the sum of the individual GBAs immediately prior to the receipt of the additional purchase payment, plus the GBA associated with the additional purchase payment.

### **3. When a withdrawal is made on or after the rider anniversary following the Waiting Period**

Whenever such a withdrawal is made the total GBA and total RBA will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RBP, the total RBA is reduced by the amount of the withdrawal and the total GBA is unchanged.
- (B) If the current withdrawal exceeds the RBP, excess withdrawal processing will occur as follows:
  - (i) the total GBA will be reset to the lesser of its current value or the contract value immediately following the withdrawal; and
  - (ii) the total RBA will be reset to the lesser of its current value less the amount of the withdrawal or the contract value immediately following the withdrawal.

### **4. When a withdrawal is made during the Waiting Period**

Upon the first such withdrawal, any previously applied Annual Step-ups will be reversed. Step-up reversal means that the GBA and RBA associated with each purchase payment will be reset to the amount of that purchase payment plus any purchase payment credit. The total GBA and total RBA will be recalculated to equal the sum of the individual GBAs and RBAs. The GBP will also be recalculated as described below (see Guaranteed Benefit Payment). These recalculated values are then used in the following calculations.

Whenever such a withdrawal is made, and after reversal of any previously applied Annual Step-ups has been completed, the total GBA and total RBA will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RBP, the total RBA is reduced by the amount of the withdrawal and the total GBA is unchanged.
- (B) If the current withdrawal exceeds the RBP, excess withdrawal processing will occur as follows:
  - (i) the total GBA will be reset to the lesser of its current value or the contract value immediately following the withdrawal; and
  - (ii) the total RBA will be reset to the lesser of its current value less the amount of the withdrawal or the contract value immediately following the withdrawal.

5. **Whenever an individual RBA is depleted**  
Whenever an RBA is depleted by a withdrawal, the GBA associated with that RBA will also be set to zero.
6. **Upon Annual Step-up as described below.**

## Guaranteed Benefit Payment (GBP)

At any point in time, the GBP is calculated as follows:

1. Determine the lesser of (A) or (B) for each purchase payment where:
  - (A) is the individual GBA multiplied by the GBP Percentage shown under Contract Data, and
  - (B) is the individual RBA.
2. Add the results of Step 1 for each purchase payment to obtain the current total GBP.

If you withdraw less than the GBP in a contract year, there is no carry over to the next contract year.

## Remaining Benefit Payment (RBP)

At the beginning of each contract year during the Waiting Period and prior to any withdrawal, the RBP for each purchase payment is set equal to that purchase payment plus any purchase payment credit multiplied by the GBP Percentage shown under Contract Data.

At the beginning of any other contract year, each individual RBP is set equal to each individual GBP.

Each additional purchase payment will have its own RBP established equal to that payment's GBP. The total RBP is equal to the sum of the individual RBPs.

Whenever a withdrawal is made, the total RBP equals the total RBP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero.

## Enhanced Lifetime Base (ELB)

Your ELB is determined at the following times and is subject to a maximum amount as shown under Contract Data:

### 1. Initial establishment

The ELB is established on the ELB Date, shown under Contract Data.

If there have been any withdrawals prior to the ELB Date, the ELB is established as zero and will always be zero.

If there have been no withdrawals prior to the ELB Date, the Enhanced Lifetime Base is established as:

(A) the sum of all purchase payments received prior to the ELB Date, plus

(B) purchase payments received during the first 180 days that the rider is in effect, multiplied by the Rider Credit Percentage shown under Contract Data.

2. If the ELB is greater than zero when a subsequent purchase payment is made  
The ELB is increased by the amount of the purchase payment.

3. If the ELB is greater than zero when a withdrawal is made  
The ELB will be reduced by an amount determined by the following formula:

$$\frac{a \times b}{c} \text{ where:}$$

a = the amount the RBA is reduced as a result of the withdrawal

b = the ELB on the date of (but prior to) the withdrawal

c = the RBA on the date of (but prior to) the withdrawal.

Additionally, if the current withdrawal exceeds the RBP, excess withdrawal processing will occur and the ELB will be reset to the lesser of the amount determined by the formula above or your contract value after the withdrawal.

4. On the later of the ELB Date or the establishment of the ALP  
After any adjustment to the ALP, the ELB will be reset to zero and will always be zero.

## Annual Lifetime Payment (ALP)

Your ALP is determined at the following times and is subject to a maximum amount as shown under Contract Data:

### 1. Initial establishment

The ALP is ~~set equal to the total RBA multiplied by the ALP Percentage shown under Contract Data~~ established on the earliest of the following dates:

- (A) the rider effective date if the younger Covered Spouse has already reached the ALPAA.
- (B) the rider anniversary following the date the younger Covered Spouse reaches the ALPAA.
- (C) upon the first death of a Covered Spouse, then
  - 1) the date we receive written request when the death benefit is not payable

- and the surviving Covered Spouse has already reached the ALPAA, or
- 2) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the ALPAA, or
  - 3) the rider anniversary following the date the surviving Covered Spouse reaches the ALPAA.

- (D) Following dissolution of marriage of the Covered Spouses,
- 1) the date we receive written request if the Covered Spouse who is the owner (or annuitant in the case of non-natural ownership) has already reached the ALPAA, or
  - 2) the rider anniversary following the date the Covered Spouse who is the owner (or annuitant in the case of non-natural ownership) reaches the ALPAA.

If the ALP is established prior to the ELB Date, shown under Contract Data, the ALP is set equal to the total RBA multiplied by the ALP Percentage shown under Contract Data. If the ALP is established on or following the ELB Date, the ALP is set equal to the ALP Percentage multiplied by the greater of the ELB or the total RBA.

## **2. When a subsequent purchase payment is made**

Each purchase payment made subsequent to the establishment of the ALP increases the ALP by the amount of the purchase payment and any purchase payment credit multiplied by the ALP percentage shown under Contract Data.

## **3 When a withdrawal is made on or after the rider anniversary following the Waiting Period**

Whenever such a withdrawal is made after the establishment of the ALP, the ALP will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RALP, the ALP is unchanged.
- (B) If the current withdrawal exceeds the RALP, excess withdrawal processing will occur and the ALP will be reset to the lesser of:
  - (i) the ALP immediately prior to the withdrawal; or
  - (ii) the contract value immediately following the withdrawal multiplied by the ALP percentage shown under Contract Data.

If you withdraw less than the ALP in a contract year, there is no carry over to the next contract year.

## **4. When a withdrawal is made during the Waiting Period**

If the ALP has been established upon the first such withdrawal, any previously applied Annual Step-ups will be reversed. Step-up reversal means that the ALP will be reset to equal total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data. The recalculated value is then used in the following calculations.

Whenever such a withdrawal is made, and after the reversal of any previously applied Annual Step-ups has been completed, the ALP will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RALP, the ALP is unchanged.
- (B) If the current withdrawal exceeds the RALP, excess withdrawal processing will occur and the ALP will be reset to the lesser of:
  - (i) the ALP immediately prior to the withdrawal; or
  - (ii) the contract value immediately following the withdrawal multiplied by the ALP percentage shown under Contract Data.

## **5. If the ALP is established prior to the ELB Date**

On the ELB Date, the ALP will be reset to the greater of:

- (A) the current ALP, and
- (B) the ELB multiplied by the ALP Percentage.

## **6. Upon Annual Step-up as described below.**

## **7. Upon Step-up following spousal continuation as described below.**

## **Remaining Annual Lifetime Payment (RALP)**

The RALP is established at the same time as the ALP.

At the beginning of each contract year during the Waiting Period and prior to any withdrawal, the RALP is set equal to total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At the beginning of any other contract year, the RALP is set equal to the ALP.

Whenever a subsequent purchase payment is made, the RALP is increased by the amount of that purchase payment plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.



Whenever a withdrawal is made, the RALP equals the RALP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero.

### **Required Minimum Distributions**

Notwithstanding the excess withdrawal processing provisions above, if you are taking required minimum distributions ("RMD") from this contract and the RMD is greater than the RALP or RBP on the most recent rider anniversary, the portion of the RMD that exceeds the RALP or RBP on the most recent rider anniversary will not be treated as an excess withdrawal provided:

1. the RMD is for this contract alone, and

2. the RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
3. the RMD amount is otherwise based on the requirements of the Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the effective date of this rider.

Withdrawal amounts greater than the RALP or RBP on the most recent rider anniversary that do not meet these conditions will result in excess withdrawal processing.

## **Annual Step-Up**

Beginning with the first rider anniversary, an Annual Step-up may be available. If you take any withdrawals during the Waiting Period, any previously applied Annual Step-ups will be reversed and the Annual Step-up will not be available until the rider anniversary following the Waiting Period.

The Annual Step-up will be effective on the Step-up Date. Only one Annual Step-up will be allowed each contract year.

Other than the exception described above, the Annual Step-up may be available as described below.

- On any rider anniversary where the RBA or, if established, the ALP would increase and the annual rider charge would not increase as a result of the Annual Step-up, we will execute the Annual Step-up automatically on the Step-up Date.
- If the Annual Step-Up would result in an increase of the annual rider charge, we do not execute the Annual Step-Up automatically and you will be notified. You then have the option to elect the Annual Step-up, with the resulting charge increase, anytime within the 30 days following that rider anniversary as long as the contract value is greater than the total RBA or the contract value multiplied by the ALP Percentage shown under Contract Data is greater than the ALP, if established, on the Step-up Date.

If the Annual Step-up is executed, the total RBA, total GBA, GBP, RBP, ALP, and RALP will be adjusted as follows:

### **RBA Step-up**

Subject to the maximum RBA shown under Contract Data, the total RBA will be increased to the greater of (A) or (B) where:

- (A) is the total RBA immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date.

### **GBA Step-up**

Subject to the maximum GBA shown under Contract Data, the total GBA will be increased to the greater of (A) or (B) where:

- (A) is the total GBA immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date.

### **GBP Step-up**

The GBP will be calculated as described earlier, based on the increased GBA and RBA.

### **RBP Step-up**

Prior to any withdrawals during the Waiting Period, the RBP for each purchase payment will be calculated as that purchase payment plus any purchase payment credit multiplied by the GBP Percentage shown under Contract Data. The total RBP is equal to the sum of the individual RBPs.

At any other time, the RBP will be calculated as the GBP after the Annual Step-up less all prior withdrawals made during the current contract year, but will never be less than zero.

### **ALP Step-up**

After the establishment of the ALP, subject to the maximum ALP shown under Contract Data, the ALP will be increased to the greater of (A) or (B) where:

- (A) is the ALP immediately prior to the Annual Step-up; and

- (B) is the contract value on the Step-up Date multiplied by the ALP Percentage shown under Contract Data.

### **RALP Step-up**

After the establishment of the ALP, and prior to any withdrawals during the Waiting Period, the RALP will be calculated as total purchase payments plus any

purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At any other time after the establishment of the ALP, the RALP will be calculated as the ALP after the Annual Step-up less all prior withdrawals made during the current contract year, but will never be less than zero.

## **Asset Allocation Program**

This rider requires participation in our asset allocation program. At time of application you choose an asset allocation model from any available model ranging from the conservative category to the aggressive category. There may be a limitation of available models based on the amount of the initial purchase payment we accept for your contract.

You can allocate your contract value to any available asset allocation model (1) prior to your first withdrawal and (2) following a benefit reset as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your asset allocation to any available asset allocation model.

Immediately following a withdrawal your contract value will be reallocated to the Target Model shown under Contract Data if your current asset allocation model is more aggressive than the Target Model. After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your asset allocation model to the Target Model or any asset allocation model that is more conservative without a benefit reset as described below.

If you are in a withdrawal phase and you choose to allocate your contract value to an asset allocation model that is more aggressive than the Target Model, your rider benefit will be reset as follows:

- (A) the total GBA will be reset to the lesser of its current value or the contract value; and
- (B) the total RBA will be reset to the lesser of its current value or the contract value; and
- (C) the ALP, if established, will be reset to the lesser of:

- i) its current value or
- ii) the contract value multiplied by the ALP Percentage shown under Contract Data; and

(D) the GBP will be recalculated as described earlier, based on the reset GBA and RBA; and

(E) the RBP will be recalculated as the reset GBP less all prior withdrawals made during the current contract year, but it will never be less than zero; and

(F) the RALP will be recalculated as the reset ALP less all prior withdrawals made during the current contract year, but it will never be less than zero; and

(G) the ELB, if established, will be reset to the lesser of its current value or the contract value.

You may request to change your asset allocation model by written request on an authorized form or by another method agreed to by us. The number of elective asset allocation model changes permitted per contract year is shown under Contract Data. Additionally, we reserve the right to limit the number of model changes permitted if required to comply with the written instructions of a fund.

We reserve the right to change the Target Model to an asset allocation model that is more aggressive after 30 days written notice.

We reserve the right to cancel required participation in the asset allocation program after 30 days written notice. If asset allocation models are not required, you may allocate your contract value and additional purchase payments as provided in the contract.

## Guaranteed Withdrawal Benefit Annuity Option

As an alternative to the annuity payment plans available under the contract, a fixed payout option is available under this rider.

Under this option, the amount payable each year will be equal to the remaining schedule of GBPs but the total amount paid over the life of the annuity will not exceed the total RBA at the time you begin this fixed payout option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually. If, at the death of the owner, payments have been made for less than the total RBA, the remaining payments will be made to the beneficiary.

This option may not be available if the contract is issued to qualify under Section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the guaranteed payment

period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.

This payout option may be elected as an annuitization option by the beneficiary of the contract subject to the Payments to Beneficiary section of the contract. Whenever multiple beneficiaries are designated under the contract, each such beneficiary's share of the proceeds, if they elect this option, will be in proportion to their applicable designated beneficiary percentage.

We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

## Contract Provision Modifications

Because of the addition of this rider to your contract, several contract provisions are modified as described above and as further described below.

### Payment Limits Provision

We reserve the right to restrict cumulative subsequent purchase payments to an amount less than The Maximum Total RVS Variable Annuity Purchase Payment Per Annuitant Life, shown under Contract Data.

### Allocation of Purchase Payments

Because this rider requires participation in our asset allocation program, allocation of purchase payments shall be determined by the asset allocation model.

### Transfers of Contract Values Provision

Because this rider requires participation in our asset allocation program, transfer privileges granted under the contract are suspended other than: 1) transfers among the available asset allocation models as described above, provided such transfers are not determined to disadvantage other contract owners, 2) transfers necessary to adjust contract value allocations to match the allocation percentages utilized in your asset allocation model, or 3) transfers as otherwise agreed to by us.

### Rules for Withdrawal Provision

Minimum account values following a withdrawal no longer apply to your contract.

For withdrawals, the withdrawal will be made from the variable subaccounts, Guarantee Period Accounts (where available), the One-Year Fixed Account (if applicable) and the DCA Fixed Account in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be made.

If the contract value falls to zero and the total RBA is greater than zero, the following will occur:

(A) If the younger Covered Spouse has not reached the ALPAA and the contract value is reduced to zero as a result of fees or charges, or a withdrawal that is less than or equal to the RBP, the owner must choose to receive either the remaining schedule of GBPs until the total RBA equals zero, or wait until the rider anniversary following the date the younger Covered Spouse reaches the ALPAA and receive the ALP annually until the later of:

- (i) the death of both Covered Spouses; or
- (ii) the total RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

(B) If the younger Covered Spouse has reached the ALPAA and the contract value is reduced to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP, the owner must choose to receive

either the remaining schedule of GBPs until the total RBA equals zero, or the ALP which will be paid annually until the later of:

- (i) the death of both Covered Spouses; or
- (ii) the total RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- (C) If the younger Covered Spouse has reached the ALPAA and the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP, but less than or equal to the RBP, the remaining schedule of GBPs will be paid until the total RBA equals zero.
- (D) If the younger Covered Spouse has reached the ALPAA and the contract value is reduced to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP, the ALP will be paid annually until the death of both Covered Spouses.

In (A), (B), (C) and (D) above:

- These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually.
- We will no longer accept subsequent purchase payments.
- No more charges will be collected for the rider.
- If the owner had been receiving the ALP, upon the first death the ALP will continue to be paid annually until the later of 1) the death of the last surviving Covered Spouse or 2) the RBA is reduced to zero. In all other situations the death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

If the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero, this rider and the contract will terminate.

If the contract value is reduced to zero as a result of a withdrawal that is greater than both the RBP and the RALP, this rider and the contract will terminate.

#### **Death Benefit Before Annuitization**

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the joint benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the last surviving Covered Spouse.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary

may: 1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision below.

If the contract value equals zero at the death of the last surviving Covered Spouse, the following will occur:

- (A) If the RBA is greater than zero and the owner had been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA is depleted.
- (B) If the RBA is greater than zero and the owner had been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA is depleted.
- (C) If the RBA equals zero, the benefit terminates. No further payments are made.

#### **Spouse's Option to Continue Contract**

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.
2. The Waiting Period is cancelled and any Waiting Period limitations on withdrawals and Step-ups terminate.
3. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
4. At the time of spousal continuation, a Step-up may be available. All Annual Step-up rules, other than those that apply to the Waiting Period, also apply to the spousal continuation Step-up. If the spousal continuation Step-up is processed automatically, the Step-up date is the valuation date spousal continuation is effective. If not, the Step-up date is the valuation date we receive the spouse's written request to Step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

#### **Ownership, Change of Ownership**

Since the joint life benefit requires that the surviving Covered Spouse continue the contract under the "Spouse Option to Continue Contract Upon Owner's Death" provision, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural owner, one of the Covered Spouses must be the annuitant. Ownership changes are only allowed between the Covered Spouses. No other ownership changes are allowed as long as the rider is in force.



## Annual Rider Charge

We deduct the fee for this rider once a year from your contract value on your contract anniversary. We prorate this fee among the variable subaccounts, Guarantee Period Accounts (where available), the One-Year Fixed Account (if applicable) and the DCA Fixed Account in the same proportion your interest in each account bears to your total contract value.

The fee is calculated on your contract anniversary by multiplying the Annual Rider Charge by the greater of the anniversary contract value or the total RBA. This charge may vary with your asset allocation model.

The Initial Annual Rider Charge associated with your initial asset allocation model is shown on your Contract Data page. This charge may increase if:

- (A) you elect to change your asset allocation model and the Annual Rider Charge for the new asset allocation model is higher; or
- (B) you elect the Annual Step-up or spousal continuation Step-up.

The new charge will be the charge in effect on the valuation date we receive your written request to change your asset allocation model or Step-up if we receive your request before the close of business on that day, otherwise the charge in effect on the next valuation date.

There is no increase in the Annual Rider Charge for automatic Annual Step-ups, automatic spousal continuation Step-ups, or for any required reallocation of your contract value to the Target Model following a withdrawal.

The Annual Rider Charge is subject to the Maximum Annual Rider Charge shown under Contract Data.

If the rider charge changes during a contract year, we will calculate an average rider charge, for that contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each charge was in effect.

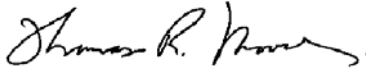
If your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place during the contract year.

### Termination of the Rider

This rider cannot be terminated either by you or us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than a Covered Spouse will terminate the rider.
2. Annuitization of the contract under an annuity payment plan will terminate the rider.
3. Termination of the contract for any reason will terminate the rider.

### RiverSource Life Insurance Company

[]

Secretary

# Guaranteed Minimum Withdrawal Benefit Rider

## Single Life

**[“Marketing Name”]**  
**[SecureSource<sup>SM</sup> Rider]**

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract. **This rider cannot be terminated either by you or us prior to the Annuity Commencement Date except as provided in the Termination of the Rider provision.**

This rider requires participation in our asset allocation program. Your Initial Asset Allocation Model is shown under Contract Data. Limitations may be imposed on the asset allocation models available for selection as described below.

The additional charge for this rider is described below.

## Definitions

### Contract Date, Contract Anniversary, Rider Anniversary

Your contract date is shown under Contract Data. It is the date from which contract anniversaries, contract years, and contract months are determined. Your contract anniversary is the same day and month as the contract date each year that the contract remains in force. Your rider anniversary is the same as your contract anniversary unless the rider is issued after the contract date. It is the same day and month as the rider effective date each year that the rider remains in force.

### Rider Effective Date

This rider is effective as of the contract date of this contract unless otherwise provided.

### Waiting Period

The Waiting Period, as shown under Contract Data, is the number of years, starting on the rider effective date, that your ability to utilize both Step-ups and withdrawals is limited. During the Waiting Period, Step-ups are not available if a withdrawal is taken. The end of the Waiting Period is the day prior to the anniversary.

### Withdrawal

A withdrawal is the amount by which your contract value is reduced as a result of your withdrawal request. It may differ from the amount of your request due to any withdrawal charge and any market value adjustment.

### Guaranteed Benefit Amount (GBA)

The Guaranteed Benefit Amount (GBA) is equal to the total cumulative withdrawals guaranteed by this rider. The GBA cannot be withdrawn and is not payable as a

death benefit. The GBA is used to calculate the Guaranteed Benefit Payment.

### Remaining Benefit Amount (RBA)

As you make withdrawals, they reduce the amount of GBA that is guaranteed by this rider as future withdrawals. At any point in time, the Remaining Benefit Amount (RBA) equals the amount of GBA that remains.

### Guaranteed Benefit Payment (GBP)

At any time, the Guaranteed Benefit Payment (GBP) is the amount that the rider guarantees will be available for withdrawal each contract year after the Waiting Period, until the earlier of the termination of the rider or the RBA is reduced to zero. During the Waiting Period, the annual withdrawal amount guaranteed by the rider may be less than the GBP due to the limitations the Waiting Period imposes on your ability to utilize both Step-ups and withdrawals. The annual withdrawal amount guaranteed by the rider during the Waiting Period is equal to the Remaining Benefit Payment at the beginning of the contract year as described below.

### Remaining Benefit Payment (RBP)

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. At any point in time, the Remaining Benefit Payment (RBP) equals the amount that the rider guarantees will be available for withdrawal during the remainder of the current contract year. During the Waiting Period, when the amount that the rider guarantees to be available for withdrawal may be less than the GBP, the RBP will be the amount that is actually guaranteed. Withdrawing more than the RBP will subject the RBA and GBA to the excess withdrawal processing described later in this rider. When determining if a withdrawal will result in the application of the RBA and GBA excess withdrawal processing, we use the RBP amount on the date of (but prior to) the current withdrawal.

### Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment (ALP) is established and the duration of the ALP payments. The Covered Person is the oldest of the owners and annuitants unless otherwise specified under Contract Data. The Covered Person may change if there is a spousal continuation or a change of ownership. If the owner is a non-natural person (i.e., a trust or corporation), the Covered Person is the oldest annuitant.

**Annual Lifetime Payment Attained Age (ALPAA)**

The Annual Lifetime Payment Attained Age (ALPAA), as shown under Contract Data, is the age at which the lifetime benefit is established.

**Annual Lifetime Payment (ALP)**

At any time after the rider effective date, or the rider anniversary following the date the Covered Person reaches the ALPAA if later, the Annual Lifetime Payment (ALP) is the amount that the rider guarantees will be available for withdrawal each contract year after the Waiting Period, until death (see Death Benefit Before Annuitization) or termination of the rider, without the possibility of reducing the guarantee provided by this rider. During the Waiting Period, the annual withdrawal amount guaranteed by the rider may be less than the ALP due to the limitations the

Waiting Period imposes on your ability to utilize both Step-ups and withdrawals. The annual withdrawal amount guaranteed by the rider during the Waiting Period is equal to the Remaining Annual Lifetime Payment at the beginning of the contract year as described below.

**Enhanced Lifetime Base (ELB)**

The Enhanced Lifetime Base is used in the calculation of the ALP on the later of the ELB Date or the

establishment of the ALP. The ELB cannot be withdrawn or annuitized.

**Remaining Annual Lifetime Payment (RALP)**

As you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. At any point in time after the establishment of the ALP, the Remaining Annual Lifetime Payment (RALP) equals the amount that the rider guarantees will be available for withdrawal during the remainder of the current contract year. During the Waiting Period, when the amount that the rider guarantees to be available for withdrawal may be less than the ALP, the RALP will be the amount that is actually guaranteed. Withdrawing more than the RALP will subject the ALP to the excess withdrawal processing described later in this rider. When determining if a withdrawal will result in the application of the ALP excess withdrawal processing, we use the RALP amount on the date of (but prior to) the current withdrawal.

**Step-Up Date**

The rider anniversary date if the Annual Step-up is processed automatically (see "Annual Step-up" below). If not, the valuation date we receive your written request to Step-up if we receive your request before the close of business on that day, otherwise the next valuation date.

## Guaranteed Minimum Withdrawal Benefit

The Guaranteed Minimum Withdrawal Benefit guarantees that regardless of investment performance you may take withdrawals each contract year until the earlier of:

- i) termination of the rider or
- ii) the later of death (as determined in Death Benefit Before Annuitization), or the RBA is depleted.

Before the establishment of the ALP, the annual withdrawal amount guaranteed by the rider is equal to the RBP from the beginning of the contract year.

After the establishment of the ALP, the rider guarantees that you have the option each contract year to cumulatively withdraw an amount up to the RALP or the RBP from the beginning of the contract year, but the rider does not guarantee withdrawal of both the RALP and the RBP in a contract year.

After the establishment of the ALP, if you withdraw an amount larger than the RALP, the ALP may be reduced in accordance with the excess withdrawal processing as described below (see ALP - When a withdrawal is made).

At any time, as long as your withdrawal does not exceed the greater of the RBP or the RALP, you will

not be assessed a withdrawal charge. If you withdraw an amount larger than the greater of the RBP or the RALP, the amount in excess of the greater of the RBP or the RALP will be assessed any applicable withdrawal charges, and the GBA, RBA and ALP may be reduced in accordance with the excess withdrawal processing as described below. (See GBA and RBA - When a withdrawal is made. Also, see ALP - When a withdrawal is made.) At any time you may withdraw any amount up to your entire withdrawal value, subject to the excess withdrawal processing under the rider.

Certain values used to compute amounts available for withdrawal under the terms of this rider can be increased if your contract value has increased at the specified intervals (see Annual Step-Up). We may modify the charge for this rider if you elect the Annual Step-up (see Annual Rider Charge). If you take withdrawals during the Waiting Period, any previously applied Annual Step-ups will be reversed and the Annual Step-up will not be available until the rider anniversary following the Waiting Period. You may take withdrawals after the end of the Waiting Period without reversal of previously applied Annual Step-ups.

If no withdrawals are taken prior to the ELB Date shown under Contract Data, the lifetime benefit may be increased (if already established) or the ELB may increase the lifetime benefit (when established). See the Enhanced Lifetime Base (ELB) and Annual Lifetime Payment (ALP) provisions for conditions and limitations.

## **Guaranteed Benefit Amount (GBA) and Remaining Benefit Amount (RBA)**

Your GBA and RBA are determined at the following times and are subject to a maximum amount as shown under Contract Data:

### **1. At Rider Effective Date**

If the rider is effective on the contract date, the GBA and RBA are set equal to the initial purchase payment plus any purchase payment credit (if applicable).

If the rider is effective on a contract anniversary date, the GBA and RBA are set equal to the contract value on the later of that anniversary and the valuation date we receive your written request to add the rider if we receive your request before the close of business on that day, otherwise the contract value on the next valuation date.

### **2. When a subsequent purchase payment is made**

Each additional purchase payment will have its own GBA and RBA established equal to the amount of the purchase payment plus any purchase payment credit. Upon each subsequent purchase payment:

- (A) the total RBA is recalculated to equal the sum of the individual RBAs immediately prior to the receipt of the additional purchase payment, plus the RBA associated with the additional purchase payment.
- (B) the total GBA is recalculated to equal the sum of the individual GBAs immediately prior to the receipt of the additional purchase payment, plus the GBA associated with the additional purchase payment.

### **3. When a withdrawal is made on or after the rider anniversary following the Waiting Period**

Whenever such a withdrawal is made the total GBA and total RBA will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RBP, the total RBA is reduced by the amount of the withdrawal and the total GBA is unchanged.

(B) If the current withdrawal exceeds the RBP, excess withdrawal processing will occur as follows:

- (i) the total GBA will be reset to the lesser of its current value or the contract value immediately following the withdrawal; and
- (ii) the total RBA will be reset to the lesser of its current value less the amount of the withdrawal or the contract value immediately following the withdrawal.

### **4. When a withdrawal is made during the Waiting Period**

Upon the first such withdrawal, any previously applied Annual Step-ups will be reversed. Step-up reversal means that the GBA and RBA associated with each purchase payment will be reset to the amount of that purchase payment plus any purchase payment credit. The total GBA and total RBA will be recalculated to equal the sum of the individual GBAs and RBAs. The GBP will also be recalculated as described below (see Guaranteed Benefit Payment). These recalculated values are then used in the following calculations.

Whenever such a withdrawal is made, and after reversal of any previously applied Annual Step-ups has been completed, the total GBA and total RBA will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RBP, the total RBA is reduced by the amount of the withdrawal and the total GBA is unchanged.
- (B) If the current withdrawal exceeds the RBP, excess withdrawal processing will occur as follows:
  - (i) the total GBA will be reset to the lesser of its current value or the contract value immediately following the withdrawal; and
  - (ii) the total RBA will be reset to the lesser of its current value less the amount of the withdrawal or the contract value immediately following the withdrawal.

### **5. Whenever an individual RBA is depleted**

Whenever an RBA is depleted by a withdrawal, the GBA associated with that RBA will also be set to zero.

### **6. Upon Annual Step-up as described below.**

## Guaranteed Benefit Payment (GBP)

At any point in time, the GBP is calculated as follows:

1. Determine the lesser of (A) or (B) for each purchase payment where:
  - (A) is the individual GBA multiplied by the GBP Percentage shown under Contract Data, and
  - (B) is the individual RBA.
2. Add the results of Step 1 for each purchase payment to obtain the current total GBP.

If you withdraw less than the GBP in a contract year, there is no carry over to the next contract year.

## Remaining Benefit Payment (RBP)

At the beginning of each contract year during the Waiting Period and prior to any withdrawal, the RBP for each purchase payment is set equal to that purchase payment plus any purchase payment credit multiplied by the GBP Percentage shown under Contract Data.

At the beginning of any other contract year, each individual RBP is set equal to each individual GBP.

Each additional purchase payment will have its own RBP established equal to that payment's GBP. The total RBP is equal to the sum of the individual RBPs.

Whenever a withdrawal is made, the total RBP equals the total RBP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero.

## Enhanced Lifetime Base (ELB)

Your ELB is determined at the following times and is subject to a maximum amount as shown under Contract Data:

### 1. Initial establishment

The ELB is established on the ELB Date, shown under Contract Data.

If there have been any withdrawals prior to the ELB Date, the ELB is established as zero and will always be zero.

If there have been no withdrawals prior to the ELB Date, the ELB is established as:

(A) the sum of all purchase payments received prior to the ELB Date, plus

(B) purchase payments received during the first 180 days that the rider is in effect, multiplied by the Rider Credit Percentage shown under Contract Data.

If there have been any ownership changes, or if your spouse continued the contract under the Spouse's Option to Continue the Contract provision, the ELB is established as zero and will always be zero.

2. If the ELB is greater than zero when a subsequent purchase payment is made  
The ELB is increased by the amount of the purchase payment.

3. If the ELB is greater than zero when a withdrawal is made  
The ELB will be reduced by an amount determined by the following formula:

$$\frac{a \times b}{c} \quad \text{where:}$$

a = the amount the RBA is reduced as a result of the withdrawal

b = the ELB on the date of (but prior to) the withdrawal

c = the RBA on the date of (but prior to) the withdrawal.

Additionally, if the current withdrawal exceeds the RBP, excess withdrawal processing will occur and the ELB will be reset to the lesser of the amount determined by the formula above or your contract value after the withdrawal.

4. If the ELB is greater than zero and any of the following occurs

If there is any ownership change, or if your spouse continues the contract under the Spouse's Option to Continue the Contract provision, the ELB is reset to zero and will always be zero.

5. On the later of the ELB Date or the establishment of the ALP

After any adjustment to the ALP, the ELB will be reset to zero and will always be zero.

## Annual Lifetime Payment (ALP)

Your ALP is determined at the following times and is subject to a maximum amount as shown under Contract Data:

### 1. Initial establishment

On The ALP is established on the rider effective date, or the rider anniversary following the date the Covered Person reaches the ALPAA if later. If the ALP is established prior to the ELB Date shown under Contract Data, the ALP is set equal to the total RBA multiplied by the ALP Percentage shown under Contract Data. If the ALP is established on or following the ELB Date, the ALP is set equal to the ALP



Percentage multiplied by the greater of the ELB or the total RBA.

**2. When a subsequent purchase payment is made**

Each purchase payment made subsequent to the establishment of the ALP increases the ALP by the amount of the purchase payment and any purchase payment credit multiplied by the ALP percentage shown under Contract Data.

**3 When a withdrawal is made on or after the rider anniversary following the Waiting Period**

Whenever such a withdrawal is made after the establishment of the ALP, the ALP will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RALP, the ALP is unchanged.
- (B) If the current withdrawal exceeds the RALP, excess withdrawal processing will occur and the ALP will be reset to the lesser of:
  - (i) the ALP immediately prior to the withdrawal; or
  - (ii) the contract value immediately following the withdrawal multiplied by the ALP percentage shown under Contract Data.

If you withdraw less than the ALP in a contract year, there is no carry over to the next contract year.

**4. When a withdrawal is made during the Waiting Period**

If the ALP has been established upon the first such withdrawal, any previously applied Annual Step-ups will be reversed. Step-up reversal means that the ALP will be reset to equal total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data. The recalculated value is then used in the following calculations.

Whenever such a withdrawal is made, and after the reversal of any previously applied Annual Step-ups has been completed, the ALP will be equal to the amount in either (A) or (B) as follows:

- (A) If the current withdrawal is less than or equal to the RALP, the ALP is unchanged.
- (B) If the current withdrawal exceeds the RALP, excess withdrawal processing will occur and the ALP will be reset to the lesser of:
  - (i) the ALP immediately prior to the withdrawal; or
  - (ii) the contract value immediately following the withdrawal multiplied by the ALP percentage shown under Contract Data.

**5. If the ALP is established prior to the ELB Date**

On the ELB Date, the ALP will be reset to the greater of:

(A) the current ALP, and

(B) the ELB multiplied by the ALP Percentage.

**6. Upon Annual Step-up as described below.**

**7. Upon spousal continuation or change of ownership as described later in the rider.**

**Remaining Annual Lifetime Payment (RALP)**

The RALP is established at the same time as the ALP.

At the beginning of each contract year during the Waiting Period and prior to any withdrawal, the RALP is set equal to total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At the beginning of any other contract year, the RALP is set equal to the ALP.

Whenever a subsequent purchase payment is made, the RALP is increased by the amount of that purchase payment plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

Whenever a withdrawal is made, the RALP equals the RALP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero.

**Required Minimum Distributions**

Notwithstanding the excess withdrawal processing provisions above, if you are taking required minimum distributions ("RMD") from this contract and the RMD is greater than the RALP or RBP on the most recent rider anniversary, the portion of the RMD that exceeds the RALP or RBP on the most recent rider anniversary will not be treated as an excess withdrawal provided:

- 1. the RMD is for this contract alone, and
- 2. the RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and
- 3. the RMD amount is otherwise based on the requirements of the Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the effective date of this rider.

Withdrawal amounts greater than the RALP or RBP on the most recent rider anniversary that do not meet these conditions will result in excess withdrawal processing.

## Annual Step-Up

Beginning with the first rider anniversary, an Annual Step-up may be available. If you take any withdrawals during the Waiting Period, any previously applied Annual Step-ups will be reversed and the Annual Step-up will not be available until the rider anniversary following the Waiting Period.

The Annual Step-up will be effective on the Step-up Date. Only one Annual Step-up will be allowed each contract year.

Other than the exception described above, the Annual Step-up may be available as described below.

- On any rider anniversary where the RBA or, if established, the ALP would increase and the annual rider charge would not increase as a result of the Annual Step-up, we will execute the Annual Step-up automatically on the Step-up Date.
- If the Annual Step-Up would result in an increase of the annual rider charge, we do not execute the Annual Step-Up automatically and you will be notified. You then have the option to elect the Annual Step-up, with the resulting charge increase, anytime within the 30 days following that rider anniversary as long as the contract value is greater than the total RBA or the contract value multiplied by the ALP Percentage shown under Contract Data is greater than the ALP, if established, on the Step-up Date.

If the Annual Step-up is executed, the total RBA, total GBA, GBP, RBP, ALP, and RALP will be adjusted as follows:

### RBA Step-up

Subject to the maximum RBA shown under Contract Data, the total RBA will be increased to the greater of (A) or (B) where:

- (A) is the total RBA immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date.

### GBA Step-up

Subject to the maximum GBA shown under Contract Data, the total GBA will be increased to the greater of (A) or (B) where:

- (A) is the total GBA immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date.

### GBP Step-up

The GBP will be calculated as described earlier, based on the increased GBA and RBA.

### RBP Step-up

Prior to any withdrawals during the Waiting Period, the RBP for each purchase payment will be calculated as that purchase payment plus any purchase payment credit multiplied by the GBP Percentage shown under Contract Data. The total RBP is equal to the sum of the individual RBPs.

At any other time, the RBP will be calculated as the GBP after the Annual Step-up less all prior withdrawals made during the current contract year, but will never be less than zero.

### ALP Step-up

After the establishment of the ALP, subject to the maximum ALP shown under Contract Data, the ALP will be increased to the greater of (A) and (B) where:

- (A) is the ALP immediately prior to the Annual Step-up; and
- (B) is the contract value on the Step-up Date multiplied by the ALP Percentage shown under Contract Data.

### RALP Step-up

After the establishment of the ALP, and prior to any withdrawals during the Waiting Period, the RALP will be calculated as total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At any other time after the establishment of the ALP, the RALP will be calculated as the ALP after the Annual Step-up less all prior withdrawals made during the current contract year, but will never be less than zero.

## Asset Allocation Program

This rider requires participation in our asset allocation program. At time of application you choose an asset allocation model from any available model ranging from the conservative category to the aggressive category. There may be a limitation of available models based on the amount of the initial purchase payment we accept for your contract.

You can allocate your contract value to any available asset allocation model (1) prior to your first withdrawal and (2) following a benefit reset as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your asset allocation model to any available asset allocation model.

Immediately following a withdrawal your contract value will be reallocated to the Target Model shown under Contract Data if your current asset allocation model is more aggressive than the Target Model. After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your asset allocation model to the Target Model or any asset allocation model that is more conservative without a benefit reset as described below.

If you are in a withdrawal phase and you choose to allocate your contract value to an asset allocation model that is more aggressive than the Target Model, your rider benefit will be reset as follows:

- (A) the total GBA will be reset to the lesser of its current value or the contract value; and
- (B) the total RBA will be reset to the lesser of its current value or the contract value; and
- (C) the ALP, if established, will be reset to the lesser of:
  - i) its current value or

- ii) the contract value multiplied by the ALP Percentage shown under Contract Data; and

- (D) the GBP will be recalculated as described earlier, based on the reset GBA and RBA; and
- (E) the RBP will be recalculated as the reset GBP less all prior withdrawals made during the current contract year, but it will never be less than zero; and
- (F) the RALP will be recalculated as the reset ALP less all prior withdrawals made during the current contract year, but it will never be less than zero; and

(G) the ELB, if established, will be reset to the lesser of its current value or the contract value.

You may request to change your asset allocation model by written request on an authorized form or by another method agreed to by us. The number of elective asset allocation model changes permitted per contract year is shown under Contract Data. Additionally, we reserve the right to limit the number of model changes permitted if required to comply with the written instructions of a fund.

We reserve the right to change the Target Model to an asset allocation model that is more aggressive after 30 days written notice.

We reserve the right to cancel required participation in the asset allocation program after 30 days written notice. If asset allocation models are not required, you may allocate your contract value and additional purchase payments as provided in the contract.

## Guaranteed Withdrawal Benefit Annuity Option

As an alternative to the annuity payment plans available under the contract, a fixed payout option is available under this rider.

Under this option, the amount payable each year will be equal to the remaining schedule of GBPs but the total amount paid over the life of the annuity will not exceed the total RBA at the time you begin this fixed payout option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually. If, at the death of the owner, payments have been made for less than the

total RBA, the remaining payments will be made to the beneficiary.

This option may not be available if the contract is issued to qualify under Section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the guaranteed payment period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.



This payout option may be elected as an annuitization option by the beneficiary of the contract subject to the Payments to Beneficiary section of the contract. Whenever multiple beneficiaries are designated under the contract, each such beneficiary's share of the

proceeds, if they elect this option, will be in proportion to their applicable designated beneficiary percentage.

We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

## Contract Provision Modifications

Because of the addition of this rider to your contract, several contract provisions are modified as described above and as further described below.

### Payment Limits Provision

We reserve the right to restrict cumulative subsequent purchase payments to an amount less than The Maximum Total RVS Variable Annuity Purchase Payment Per Annuitant Life, shown under Contract Data.

### Allocation of Purchase Payments

Because this rider requires participation in our asset allocation program, allocation of purchase payments shall be determined by the asset allocation model.

### Transfers of Contract Values Provision

Because this rider requires participation in our asset allocation program, transfer privileges granted under the contract are suspended other than: 1) transfers among the available asset allocation models as described above, provided such transfers are not determined to disadvantage other contract owners, 2) transfers necessary to adjust contract value allocations to match the allocation percentages utilized in your asset allocation model, or 3) transfers as otherwise agreed to by us.

### Rules for Withdrawal Provision

Minimum account values following a withdrawal no longer apply to your contract.

For withdrawals, the withdrawal will be made from the variable subaccounts, Guarantee Period Accounts (where available), the One-Year Fixed Account (if applicable) and the DCA Fixed Account in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be made.

If the contract value falls to zero and the total RBA is greater than zero, the following will occur:

- (A) If the Covered Person has not reached the ALPAA and the contract value is reduced to zero as a result of fees or charges, or a withdrawal that is less than or equal to the RBP, the owner must choose to receive either the remaining schedule of GBPs until the total RBA equals zero, or wait until

the rider anniversary following the date the Covered Person reaches the ALPAA and receive the ALP annually until the later of:

- (i) the death of the Covered Person; or
- (ii) the total RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- (B) If the Covered Person has reached the ALPAA and the contract value is reduced to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP, the owner must choose to receive either the remaining schedule of GBPs until the total RBA equals zero, or the ALP which will be paid annually until the later of:
- (i) the death of the Covered Person; or
  - (ii) the total RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- (C) If the Covered Person has reached the ALPAA and the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP, but less than or equal to the RBP, the remaining schedule of GBPs will be paid until the total RBA equals zero.
- (D) If the Covered Person has reached the ALPAA and the contract value is reduced to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP, the ALP will be paid annually until the death of the Covered Person.

In (A), (B), (C) and (D) above:

- These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequently than annually.
- We will no longer accept subsequent purchase payments.
- No more charges will be collected for the rider.
- The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

If the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero, this rider and the contract will terminate.

If the contract value is reduced to zero as a result of a withdrawal that is greater than both the RBP and the RALP, this rider and the contract will terminate.

#### **Death Benefit Before Annuitization**

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may:

1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision below.

If the contract value equals zero and the death benefit becomes payable, the following will occur:

- (A) If the RBA is greater than zero and the owner had been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA is depleted.
- (B) If the Covered Person dies and the RBA is greater than zero and the owner had been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA is depleted.
- (C) If the Covered Person is still alive and the RBA is greater than zero and the owner had been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the later of the death of the Covered Person or the RBA is depleted.
- (D) If the Covered Person is still alive and the RBA equals zero and the owner had been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the death of the Covered Person.
- (E) If the Covered Person dies and the RBA equals zero, the benefit terminates. No further payments are made.

#### **Spouse's Option to Continue Contract**

If a surviving spouse chooses to continue the contract under the spousal continuation provision, the following provisions apply:

- 1. The rider continues as part of the contract.
- 2. The Waiting Period is cancelled and any Waiting Period limitations on withdrawals and Step-ups terminate.
- 3. The Covered Person will be redetermined for the continued rider and is the Covered Person referred to below. The GBA, RBA, and GBP remain unchanged. ~~The ; the~~ RBP will be reset equal to the GBP less all prior withdrawals made during the current contract year but not less than

zero. ~~The ; the~~ ELB, if established, will be reset to zero; and the ALP and RALP will be reset as follows:

- (A) If the ALP has been established and the Covered Person has reached the ALPAA as of the date of the continuation, the ALP is reset to the lesser of:
  - i) the ALP prior to continuation or
  - ii) the contract value upon continuation multiplied by the ALP Percentage shown under Contract Data.The RALP is reset to the ALP less all prior withdrawals made during the current contract year, but will never be less than zero.
- (B) If the ALP has been established but the Covered Person has not reached the ALPAA as of the date of the continuation, the ALP and RALP are reset to zero from the date of continuation until the rider anniversary following the date the Covered Person reaches the ALPAA. At that time, the ALP is reset to the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or that anniversary contract value, and the RALP is set equal to the ALP.
- (C) If the ALP has not been established but the Covered Person has reached the ALPAA as of the date of the continuation, the ALP is established on the date of continuation as the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or the contract value. The RALP is established equal to the ALP less all prior withdrawals made during the current contract year, but will never be less than zero.
- (D) If the ALP has not been established and the Covered Person has not reached the ALPAA as of the date of the continuation, the ALP will be established on the rider anniversary following the date the Covered Person reaches the ALPAA as the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or that anniversary contract value. The RALP is established equal to the ALP.

- 4. At the time of spousal continuation, a Step-up may be available. All Annual Step-up rules, other than those that apply to the Waiting Period, also apply to the spousal continuation Step-up. If the spousal continuation Step-up is processed automatically, the Step-up date is the valuation date spousal continuation is effective. If not, the Step-up date is the valuation date we receive the spouse's written request to Step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

### Change of Ownership

If there is a change of ownership, the Covered Person will be redetermined and is the Covered Person referred to below. The GBA, RBA, GBP, and RBP values will remain unchanged. ~~The ; the ELB, if established, will be reset to zero; and the~~ ALP and RALP will be reset as follows:

- (A) If the ALP has been established and the Covered Person has reached the ALPAA as of the date of the ownership change, the ALP is reset to the lesser of:
- i) the current ALP or
  - ii) the current contract value multiplied by the ALP Percentage shown under Contract Data.
- If the ownership change occurs prior to a withdrawal during the Waiting Period, the RALP is reset to the lesser of:
- i) the ALP or
  - ii) total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.
- If the ownership change occurs at any other time, the RALP is reset to the ALP less all prior withdrawals made during the current contract year, but will never be less than zero.
- (B) If the ALP has been established and the Covered Person has not reached the ALPAA as of the date of the ownership change, the ALP and RALP are reset to zero from the date of the ownership change until the rider anniversary following the date the Covered Person reaches the ALPAA. At that time, the ALP is reset to the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or that anniversary contract value. If that anniversary is prior to a withdrawal during the Waiting Period, the RALP is set on that anniversary equal to the lesser of:
- i) the ALP or
  - ii) total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.

At any other time, the RALP is set on that anniversary equal to the ALP.

- (C) If the ALP has not been established but the Covered Person has reached the ALPAA as of the date of the ownership change, the ALP is established on the date of the ownership change as the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or the contract value. If the ownership change occurs prior to a withdrawal during the Waiting Period, the RALP is established on the date of the ownership change equal to the lesser of:
- i) the ALP or
  - ii) total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.
- If the ownership change occurs at any other time, the RALP is established on the date of the ownership change equal to the ALP less all prior withdrawals made during the current contract year but will never be less than zero.
- (D) If the ALP has not been established and the Covered Person has not reached the ALPAA as of the date of the ownership change, the ALP will be established on the rider anniversary following the date the Covered Person reaches the ALPAA as the ALP Percentage shown under Contract Data multiplied by the lesser of the RBA or that anniversary contract value. If that anniversary is prior to a withdrawal during the Waiting Period, the RALP is established on that anniversary equal to the lesser of:
- i) the ALP or
  - ii) total purchase payments plus any purchase payment credits multiplied by the ALP Percentage shown under Contract Data.
- At any other time, the RALP is established on that anniversary equal to the ALP.

## Annual Rider Charge

We deduct the fee for this rider once a year from your contract value on your contract anniversary. We pro-rate this fee among the variable subaccounts, Guarantee Period Accounts (where available), the One-Year Fixed Account (if applicable) and the DCA Fixed Account in the same proportion your interest in each account bears to your total contract value.

The fee is calculated on your contract anniversary by multiplying the Annual Rider Charge by the greater of the anniversary contract value or the total RBA. This charge may vary with your asset allocation model.

The Initial Annual Rider Charge associated with your initial asset allocation model is shown on your Contract Data page. This charge may increase if:

- (A) you elect to change your asset allocation model and the Annual Rider Charge for the new asset allocation model is higher; or
- (B) you elect the Annual Step-up or spousal continuation Step-up.

The new charge will be the charge in effect on the valuation date we receive your written request to change your asset allocation model or Step-up if we receive your request before the close of business on that day, otherwise the charge in effect on the next valuation date.

There is no increase in the Annual Rider Charge for automatic Annual Step-ups, automatic spousal continuation Step-ups, or for any required reallocation of your contract value to the Target Model following a withdrawal.

The Annual Rider Charge is subject to the Maximum Annual Rider Charge shown under Contract Data.

If the rider charge changes during a contract year, we will calculate an average rider charge, for that contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each charge was in effect.

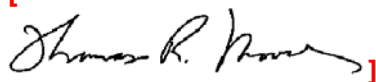
If your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of calendar days coverage was in place during the contract year.

### Termination of the Rider

This rider cannot be terminated either by you or us except as follows:

1. After the death benefit is payable, continuation of the contract by any one other than your spouse will terminate the rider.
2. Annuitization of the contract under an annuity payment plan will terminate the rider.
3. Termination of the contract for any reason will terminate the rider.

### RiverSource Life Insurance Company

[  
  
]

Secretary

Guaranteed Minimum Withdrawal Benefit Rider ~~[SecureSource<sup>SM</sup> ABC Rider]~~

Covered Spouses ~~[John Q. Doe]~~  
~~[Mary Q. Doe]~~

~~Rider Effective Date~~ ~~[June 1, 2008]~~

Initial Annual Rider Charge ~~[-.85% .95%]~~

Maximum Annual Rider Charge ~~[1.75%]~~

Maximum RBA, ~~and~~ GBA ~~and~~ ELB ~~[\$5,000,000]~~

Maximum ALP ~~[\$300,000]~~

GBP Percentage ~~[7%]~~

ALP Percentage ~~[6%]~~

~~Rider Credit Percentage~~ ~~[20%]~~

~~ELB Date~~ ~~[Third Rider Anniversary]~~

Waiting Period ~~[0 3] Years~~

Annual Lifetime Payment Attained Age ~~Age [65]~~

Initial Asset Allocation Model Selection ~~[Moderately Aggressive Model]~~

Target Model ~~[Moderate Model]~~

Number of Model Changes Allowed Per Contract Year ~~[2]~~

~~[Allocation Restrictions/Limitations: This rider requires participation in our Asset Allocation Program containing certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. Elective changes to allocations, asset allocation models or elective Step-ups may increase the Annual Rider Charge.]~~

DP273959-JT~~2~~

Guaranteed Minimum Withdrawal Benefit Rider [~~SecureSource~~<sup>SM</sup> ~~ABC~~ Rider]

Covered Person [John Q. Doe]

Rider Effective Date [June 1, 2008]

Initial Annual Rider Charge [~~.65%~~.75%]

Maximum Annual Rider Charge [1.50%]

Maximum RBA, ~~and~~ GBA and ELB [\$5,000,000]

Maximum ALP [\$300,000]

GBP Percentage [7%]

ALP Percentage [6%]

Rider Credit Percentage [20%]

ELB Date [Third Rider Anniversary]

Waiting Period [~~0~~ 3] Years

Annual Lifetime Payment Attained Age Age [65]

Initial Asset Allocation Model Selection [Moderately Aggressive Model]

Target Model [Moderate Model]

Number of Model Changes Allowed Per Contract Year [2]

[Allocation Restrictions/Limitations: This rider requires participation in our Asset Allocation Program containing certain variable subaccounts, guarantee period accounts, if applicable, and the fixed account, if applicable. Elective changes to allocations, asset allocation models or elective Step-ups may increase the Annual Rider Charge.]

DP273959-SG~~2~~